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 – May 3, 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 Bergosh.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Presentation - Plaque by Commissioner Underhill to Merrick VanLandingham for his service as Commissioner Underhill's appointee on the Escambia Marine Advisory Committee from October 2011, through June 16, 2017.

7. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Alek Nikoli Bohlman, a Jail Office Support Assistant in the Internal Affairs Division of the Escambia County Corrections Department, on his selection as "Employee of the Month" for May 2018;

B. Adopt the Proclamation proclaiming May 6 - May 12, 2018, as "National Correctional Officers and Employees Week" in Escambia County, recognizing correctional officers and employees for their service, and commending them for the tremendous job they do and for the exceptional performance of their duties under the most difficult of circumstances;

C. Adopt the Proclamation proclaiming May 14, 2018, as "Child Welfare Professionals Recognition Day" and offering gratitude to all who invest their lives into ensuring the lives of our children are safe and happy; and

D. Adopt the Proclamation commending and congratulating the members of Allen Chapel African Methodist Episcopal Church on their 150th Anniversary and expressing gratitude for all of the contributions made by the Church to the community.

8. Written Communication:

A. March 22, 2018, communication from Michael T. Fuqua and Brittany T. Bailey requesting lien relief for property at 6020 Villenauve Lane.

Recommendation: That the Board review and consider the Lien relief request made by Michael T. Fuqua and Brittany T. Bailey, owners of property, against 6020 Villenauve Lane.

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.

The owner submitted a written request dated March 22, 2018, asking for lien relief.

B. April 25, 2018, communication from James Welcome regarding the property located at 305 Godwin Street that was purchased for $14,500 at a tax deed sale on September 5, 2017, and was subsequently foreclosed upon.

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 the vacation of a portion of unimproved right-of-way Known as Grotto Avenue, as petitioned by George D. Powers.

Recommendation: That the Board take the following action regarding a Petition to Vacate a Portion of Unimproved Right-of-Way known as Grotto Avenue:

A. Approve or deny the vacation of a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

11. 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 Acceptance of the March 31, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2018, as required by Ordinance Number 95-13; on March 31, 2018, the portfolio market value was $381,848,503 and portfolio earnings totaled $416,206 for the month; the short-term portfolio yield 1.38%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.54%; the long-term CORE portfolio achieved a yield of 2.40%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.59%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the February 2018 Returns Received in March 2018

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2018 returns received in the month of March 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the sixth month of collections for the Fiscal Year 2018; total collections for the month of February 2018 returns was $524,738.53; this is a 4.13% increase over the February 2017 returns; total collections year to date are 5.46% more than the comparable timeframe in Fiscal Year 2017.

3. Recommendation Concerning the Escambia County Investment Policy

That the Board accept the revised Escambia County Investment Policy.

4. 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 Attorney-Client Session held April 12, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held April 12, 2018;

C. Accept, for filing with the Board's Minutes the Agenda Work Session held April 17, 2018;

D. Approve the Minutes of the Regular Board Meeting held April 17, 2018;

E. Approve the Minutes of the Attorney-Client Session held April 26, 2018; and

F. Approve the Minutes of the Special Board Meeting held April 26, 2018.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on April 3, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on April 3, 2018:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2018-03 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	**Z-2018-03**
Address:	6 E. Hood Drive
Property Reference No.:	11-1S-30-1101-001-140
Property Size:	0.73 (+/-) acres
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) and MDR, Medium Density Residential district (10 du/acre)
To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Derek and Alicia Stone with Duncan Custom Gutter and Copper Craft, Inc, Owners
Planning Board Recommendation:	Approval
Speakers:	Derek Stone, Larry Downs, Jr.

2. 5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on April 3, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Shipping Containers

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

4. 5:47 p.m. - Cancellation of A Public Hearing Concerning the Review of an Ordinance Amending the Design Standards Manual, Chapter 1 and Land Development Code, Chapter 6

   That the Board of County Commissioners (BCC) cancel the 5:47 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Design Standards Manual (DSM), Chapter 1, Article 2, Transportation, and the Land Development Code (LDC), Chapter 6, Definitions.

5. 5:48 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the Land Development Code Chapter 3, Section 3-2.11, Subsection B, and 3-2.11(B)(6), to Address Industrial Uses which are Zoned HC/LI and Located Within the Mixed-Use Suburban Future Land Use Category

   That the Board of County Commissioners (BCC) cancel the Public Hearing scheduled to review an Ordinance amending the Land Development Code (LDC) Chapter 3, Section 3-2.11, Subsection B, and 3-2.11(B)(6), to address Industrial Uses which are zoned HC/LI and located within the Mixed-Use Suburban (MU-S) Future Land Use (FLU) category.

II. Action Item

1. Recommendation Concerning the Review of the Comprehensive Plan Implementation Annual Report 2016/2017

   That the Board of County Commissioners (BCC) review and approve the 2016/2017 Comprehensive Plan Implementation Annual Report 2016/2017.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. May 17, 2018

5:45 p.m. - A Public Hearing - HC/LI Residential and Industrial Use Changes Ordinance (first of two public hearings)

Summary: LDC amendment to reduce HC/LI limits on residential uses, and to remove HC/LI prior-zoning limits on microbreweries and like uses.

B. June 7, 2018

1. 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 May 1, 2018.

a. Case No.:	**Z-2018-04**
Address:	1529 Ora Drive and Behind 1529 Ora Drive
Property Reference No.:	29-2S-31-2002-000-000 and 29-2S-31-2202-000-002
From:	LDR, Low Density Residential district (four du/acre) and HDMU, High Density Mixed-use districst (25 du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Tom Hammond, Agent for Dog Track Developers, LLC, Owner
b. Case No.:	**Z-2018-05**
Address:	5900 W Nine Mile Road
Property Reference No.:	06-1S-31-4402-000-000
From:	Com, Commercial district (25 du/acre) and 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:	1
Requested by:	Cynthia Mather, Agent for Airplane Services, Inc., Owner
c. Case No.:	**SPZ-2018-01**

Address:	6355 Mockingbird Lane
Property Reference No.:	35-1S-30-7117-000-000
Current Zoning:	MDR, Medium Density Residential district (10 du/acre)
To Allow:	A Mobile Home in MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Request by:	Wanda French-Hawkins, Agent for Jason Hawkins, Owner

2. 5:46 p.m. - A Public Hearing - Removing Density Bonus Ordinance

Summary: On November 2, 2017, the BCC adopted an Ordinance eliminating residential density Bonuses from the Land Development Code (LDC). This ordinance is removing other references to density bonuses still remaining in the LDC.

3. 5:47 p.m. - A Public Hearing - HC/LI within MU-S Ordinance

Summary: LDC amendment to address consistency of certain permitted uses within the HC/LI zoning district when located within the MU-S Future Land Use category. This action is remedial in nature following DEO's recent determination in DEO Case Number 18-003.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Scheduling and Advertising of a TEFRA Public Hearing Concerning the Issuance by the Palm Beach County Health Facilities Authority of Retirement Communities Revenue Bonds on Behalf of ACTS Retirement-Life Communities - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

   That the Board authorize the scheduling and advertising of a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for 5:34 p.m., on May 17, 2018, for consideration of authorizing the issuance by the Palm Beach County Health Facilities Authority (the “Issuer”) of not to exceed $55,000,000 in Retirement Communities Revenue Bonds (the “Bonds”) on behalf of ACTS Retirement-Life Communities, Inc., a Pennsylvania nonprofit corporation (or one of its affiliates, the "Borrower"). The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

2. Recommendation Concerning the Acquisition of Property from Ocean City-Wright Fire Control District and Okaloosa County Fire Rescue Organization to the Escambia County Board of County Commissioners - Mike Weaver, Public Safety Department Director

   That the Board take the following action regarding the acquisition of Hazmat Fire Equipment from Ocean City-Wright Fire Control District and Okaloosa County Fire Rescue:

   A. Authorize the transfer of the Hazmat Equipment listed on the State of Florida Property Action Form to be transferred to Escambia County Fire Rescue; and

   B. Authorize Mike D. Weaver, Escambia County Public Safety Director, to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

   WARNING: This Property Action Form includes a hold harmless and indemnification provision. The County Attorney advises against agreeing to these provisions because they may require the County to pay for damages, injuries, and expenses that the County is not otherwise legally obligated to pay.

3. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Commander Selina Barnes, Interim Corrections Director

   That the Board approve the Request for Disposition of Property Form for the Corrections Department, listing two items. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be returned to the manufacturer for a credit to be utilized at a later date.

4. Recommendation Concerning the Request for Disposition of Property for the Clerk & Comptroller's Office - Pam Childers, Clerk of the Circuit Court and Comptroller

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

5. Recommendation Concerning the Request for Disposition of Property for the Office of the State Attorney to Dispose of Obsolete Equipment/Computers - Kris Blom, IT Supervisor, Office of the State Attorney

   That the Board approve the nine Request for Disposition of Property Forms for the Office of the State Attorney for equipment/computers that have reached the end of their service life and are now of no value. Due to the condition of the items, which are described and listed on the Request Forms, it is requested that they be declared surplus and disposed of properly.

6. Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy Jones, P.E., Public Works Department Director

   That the Board approve the four Request for Disposition of Property Forms for the Public Works Department, listing six items. The Request Forms have been signed by all applicable authorities.

7. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate the Eastern Portion of Kersey Road - Joy Jones, P.E., Public Works Department Director

That the Board take the following action:

A. Authorize the scheduling of a Public Hearing for June 7, 2018, at 5:31 p.m., to consider the vacation of the unopened and unmaintained right-of-way portion of Kersey Road, on the Board's own motion; and

B. Authorize the expenditures of funds for all costs associated with this vacation.

[Funding Source: Funding for legal advertisements and document recordings, available in Fund 175, "Transportation Trust Fund," Cost Center 211602, Object Code 54901, will cover all costs associated with the vacation request]

8. Recommendation Concerning a Letter of Support for AMIkids, Inc., Grant Submittal to the U. S. Department of Labor, Employment and Training Administration - Jack R. Brown, County Administrator

That the Board authorize the Chairman to sign a Letter of Support for AMIkids, Inc., showing support of the AMIkids Grant Application to the U. S. Department of Labor, Employment and Training Administration, to fund Youth Build and Re-entry Projects at a number of AMIKids facilities, including the AMIKids Pensacola facility in Escambia County.

9. Recommendation Concerning an Appointment to the Area Housing Commission - Jack R. Brown, County Administrator

That the Board appoint 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.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - Robert E. Dye, Facilities Management Interim Department Director

That the Board take the following action concerning the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service:

A. Approve 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. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

2. Recommendation Concerning Change Order #2, in Excess of $50,000, to American Facility Services, Inc. - Robert E. Dye, Facilities Management Interim Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #2, in excess of $50,000, adding funds to Purchase Order 180701, issued to American Facility Services, Inc:

Department:	Facilities Management
Division:	Custodial
Type:	Addition
Amount:	$102,840
Vendor:	American Facility Services, Inc.
Purchase Order:	180701
Change Order:	2
Original Award Amount:	$107,500
Change Order # 1	$163,750
Change Order # 2	$102,840
New Purchase Order Total:	$374,090

[Funding Source: Fund 001, General Fund, Cost Center 310202, Object Code 53401 and Fund 501, Internal Service, Cost Center 150112, Object Code 53401]

3. Recommendation Concerning a Change Order to Butler Animal Health Holding Co., LCC, DBA Henry Schein Animal Health, Purchase Order #180754 - Tim Tolbert, Building Official/Building Services Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Butler Animal Health Holding Co., LLC, DBA Henry Schein Animal Health, Purchase Order #180754, for the continued purchase of necessary veterinary supplies and equipment:

Department	Building Services
Division	Animal Services
Type	Addition
Amount	$60,000
Vendor	Butler Animal Health Holding Co.,LLC, DBA Henry Schein Animal Health #026949
Purchase Order (PO) #	180754
Change Order (CO) #	1
Cost Center for CO	250202
Original PO Amount	$49,000
Cumulative Amount of Change Orders	$60,000
New PO Total	$109,000

This Change Order is not a request for additional funds from the General Fund. This allows Animal Services to add funding from its approved budget to the Henry Schein Animal Health Purchase Order for needed supplies. Merritt Veterinary Supplies, who was awarded the bid agreement that was Board approved on June 2, 2016, was purchased by Butler Animal Health Holding Co. LLC DBA Henry Schein Animal Health in September of 2017. An Assignment of Agreement was approved in February of 2018 allowing Butler Animal Health Holding Co., LLC, DBA Henry Schein Animal Health to assume the Bid Contract previously awarded to Merritt Veterinary Supplies, Inc.

4. Recommendation Concerning a U.S. Department of Justice Grant Application for Correctional Officer Bulletproof Vest Funding - Commander Selina L. Barnes, Corrections Department Interim Director

That the Board take the following action regarding the U.S. Department of Justice Assistance Grant Application for Correctional Officer Bulletproof Vest Funding:

A. Approve the U.S. Department of Justice Assistance Grant Application for Correctional Officer Bulletproof Vest funding requesting $17,160. The Grant Program requires a 50% ($8,580) match that will be paid from existing department funds, that will be utilized to purchase 30 bulletproof vests for the County Jail Transportation Unit, providing potentially life-saving vests to transport unit correctional officers and providing required transportation escort services to inmates for attendance at required appointments, court activities, and facility transfers; and

B. Authorize Whitney C. Lucas, Finance Division Manager, to electronically submit the Application on behalf of the Board through the U.S. Department of Justice Assistance Grant portal.

[Match Funding: Fund 001, General Revenue, Cost Center 290401]

5. Recommendation Concerning the Agreement for Oral Health Care Services between Escambia County and Escambia Community Clinics, Inc. - Selina Barnes, Interim Director of Corrections

That the Board take the following action concerning the Agreement for Oral Health Services between Escambia County and Escambia Community Clinics, Inc.:

A. Approve the Agreement for Oral Health Care Services between Escambia County and Escambia Community Clinics, Inc., that provides for the treatment of both emergency and non-emergency oral health care conditions of Escambia County Jail inmates; and

B. Authorize the County Administrator to execute the Agreement.

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

6. Recommendation Concerning Utilization of the First of Two Possible One-Year Extensions Provided for in the Agreement for Commissary Services for the Escambia County Jail, PD 13-14.063 - Selina Barnes, Interim Corrections Director

That the Board approve the utilization of the first of two possible one-year extensions provided for under Section 6 of PD 13-14.063, Agreement for Commissary Services for the Escambia County Jail.

[Funding: This is a revenue generating Agreement benefiting the Detention/Jail Commissary Fund, Fund 111]

7. Recommendation Concerning Utilization of the First of Two Possible One-Year Extensions Provided for in the Agreement for Inmate Food Service, PD 13-14.065 - Selina Barnes, Interim Corrections Director

That the Board approve the utilization of the first of two possible one-year extensions provided for under Section 2 of PD 13-14.065, Agreement for Inmate Food Service.

[Funding: Fund 001, General Fund; Cost Center 290401]

8. Recommendation Concerning the Miscellaneous Appropriations Agreement for Fiscal Year 2017/2018 between Escambia County and Five Flags Sertoma of Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2017/2018 Miscellaneous Appropriations Agreement between Escambia County and Five Flags Sertoma of Pensacola, Inc.:

A. Approve and authorize the Chairman to sign the Miscellaneous Appropriations Agreement between Escambia County and Five Flags Sertoma of Pensacola, Inc., in the amount of $75,000, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105, to be used for the Sertoma's Fourth of July Celebration; and

B. Authorize the execution of the necessary Purchase Orders.

[Funding: Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105]

9. Recommendation Concerning Supplemental Budget Amendment #086 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #086, Disaster Recovery Fund (112), in the amount of $641,727, to recognize the State of Florida, Division of Emergency Management Flood Mitigation Assistance Grant Program (FMA) Project funds, to retrofit the three single family residences of Stein, Dike and Wiles and to reduce and/or mitigate the damage that might otherwise occur from flooding, severe weather, or other hazards.

10. Recommendation Concerning Supplemental Budget Amendment #087 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #087, General Fund (001), in the amount of $121,192, to recognize the Sheriff's off-duty officer, investigative costs, insurance proceeds, firing range and miscellaneous reimbursements/fees, and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

11. Recommendation Concerning Supplemental Budget Amendment #096 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #096, Local Option Sales Tax Fund III (352), in the amount of $231,500, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program Agreement (LAP), and to appropriate these funds for design of the ferry landing at Quietwater Beach Phase II.

12. Recommendation Concerning Contract Award for Video Visitation Solutions at the Escambia County, Florida Jail - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement Relating to Video Visitation Services for Escambia County Corrections between Escambia County and Global Tel*Link Corporation, per the terms and conditions of PD 17-18.022, Video Visitation Solutions, for a term of three years with two one-year renewals, at a cost of $28,731 annually, for software support and maintenance.

[Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services]

13. Recommendation Concerning Contract Award for Ensenada Uno and Dos Drainage Improvement Project - Paul Nobles, Purchasing Manager, Office of Purchasing

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 17-18.036, Ensenada Uno and Dos Drainage Improvement Project, for a lump sum of $53,730.

[Funding: Fund 353, LOST IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings]

14. Recommendation Concerning the Issuance of a Purchase Order for Four Ford Transit T-350 Vehicles - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of the following:

A. Authorize the County to utilize the State of Florida Department of Management Services Term Contract (25100000-18-1), 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;

B. Authorize the issuance of a Purchase Order for four 2018 Ford Transit T-350 vehicles, for the West Florida Public Libraries, to Garber Ford, Inc., in the amount of $146,390.50, according to the specifications outlined in Specification Numbers VE 17-18.013, VE 17-18.014, and VE 17-18.015, per the following:

1. Van "U4X" - One 2018 Ford Transit Wagon T-350 148" EL High Roof XL Sliding RH Door (model U4X), at a price of $39,638.90, solicitation VE 17-18.013;

2. Van "W2U" - Two 2018 Ford Transit Cargo Van T-350 148" High Roof 9500 GVWR Dual Door (model W2U), at a price of $34,505.40 each, for a total of $69,010.80, solicitation VE 17-18.014; and

3. Van "W3U" - One 2018 Ford Transit Cargo Van T-350 148" EL High Roof 9500 GVWR Dual Door (model W3U), at a price of $37,740.80, solicitation VE 17-18.015;

C. Authorize the issuance of a Purchase Order for cargo barriers, for the West Florida Public Libraries, to Fleetco Specialty, in the amount of $1,791.10. These barriers will be installed in both "W2U" vans;

D. Authorize the issuance of a Purchase Order for A.D.A.-accessible pull-out trays, for the West Florida Public Libraries, to H&H Pensacola, in the amount of $3,563, per the following:

1. Van "W2U" - Upon delivery, one of these vehicles will receive an Americans with Disabilities Act (A.D.A.)-compliant accessible side pull out tray. This will be the County's Bookmobile Route Vehicle; and

2. Van "W2U" - Upon delivery, one of these vehicles will receive an Americans with Disabilities Act (A.D.A.)-compliant accessible full extension pull out tray. This will be the County's Library Courier Vehicle;

E. Authorize the issuance of a Purchase Order for vehicle and trailer graphics, for the West Florida Public Libraries, to Signature Graphix, in the amount of $4,000, per the following:

1.Graphic Logo/lettering for the four vehicles (Navy Blue Logo on Yellow Vans) made and installed by Signature Graphix at a cost of $3,200; and

2.Graphic Logo/lettering for Trailer (Yellow Logo and Lettering on Navy Blue Trailer) made and installed by Signature Graphix at a cost of $800; and

F. Authorize the issuance of a Purchase Order for a trailer, for the West Florida Public Libraries, to Skipper Trailer Sales, in the amount of $3,639.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this vehicle purchase was advertised on the Escambia County web site for thirty days. No responses from local vendors.

[Funding: Fund 113, Library Fund; Cost Center 110501, Operations; Object Code 59801, Reserves]

15. Recommendation Concerning the Issuance of a Purchase Order for Three Chevy Colorado Extended Cab WT 4WD Pick-Up Trucks - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of three Chevy Colorado Extended Cab WT 4WD pick-up trucks:

A. Authorize the County to utilize the National Joint Powers Alliance Contract (2018-120716-NAF), 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 three Chevy Colorado Extended Cab WT 4WD pick-up trucks, for the Public Safety Department of Escambia County, Florida, to Alan Jay Chevrolet-Cadillac, Inc., in the amount of $79,413, according to the specifications outlined in Specification Number VE 17-18.011.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County web site for 30 days. No responses were received.

[Funding: Fund 352, LOST; Cost Center 330435, Public Safety Cap Project; Object Code 56401, Machinery & Equipment]

16. Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Agreement for the Design of the Escambia County Ferry Landing at Quietwater Beach Phase II (including Phase III) - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program Agreement for the Design of the Escambia County Ferry Landing at Quietwater Beach Phase II (including Phase III):

A. Approve the State of Florida Department of Transportation (FDOT) Local Agency Program Agreement for the Design of the Escambia County Ferry Landing at Quietwater Beach Phase II; and

B. Adopt the Resolution authorizing the Chairman to sign the Local Agency Program Agreement.

[Funding: Phase II will be funded by the Federal Highway Administration (FHWA) Eastern Federal Lands - Federal Lands Access Program (FLAP) - FDOT will reimburse Escambia County up to $231,500 for design of Phase II. The required Local Match for the overall FLAP Grant is provided by Florida State Toll Revenue Credits]

17. Recommendation Concerning an Interlocal Agreement between Escambia County, Florida, and the City of Pensacola Relating to the West Cervantes Street Corridor Traffic Feasibility Study - Joy Jones, P.E., Public Works Department Director

That the Board take 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:

A. Authorize 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. Authorize the Chairman to sign an Interlocal Agreement (ILA) 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.

[Funding: LOST IV - Public Works - $250,000]

18. Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency and Florida Division of Emergency Management Hazard Mitigation Grant Program for the Eleven Mile Creek Acquisition/Demolition/Open Space Conversion, Flood Plain Management, and Wetland Stream Restoration, Within the Area Adjoining Bristol Creek, Bristol Park, and Ashbury Hills Subdivisions, Including Tara Drive and Brentwood Lane - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA) and Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program (HMGP) for the Eleven Mile Creek Acquisition/Demolition/Open Space Conversion, Flood Plain Management, and Wetland Stream Restoration, within the area adjoining Bristol Creek, Bristol Park, and Ashbury Hills Subdivisions, including Tara Drive and Brentwood Lane:

A. Approve and Authorize the Chairman to execute Modification Number One to Subgrant Agreement between the Division of Emergency Management and Escambia County BOCC, Contract #16HM-H4-01-27-01-452, for Project #4177-08R, for Hazard Mitigation Grant Program (HMGP) Acquisition, Demolition, and Open Space Conversion Project. This reinstates and extends the Agreement from July 14, 2016, through August 31, 2019;

B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets;

C. Authorize staff to continue to pursue acquisition of properties abutting Eleven Mile Creek associated with this Grant and project area, subject to Legal review and sign-off, including any Agreements, Easements, Hold Harmless Agreements, or other documents of conveyance, as may be required from the property owners designated in the Grant Agreement or associated with the project goals;

D. Authorize Grant Application submittal to the Florida Department of Emergency Management (FDEM) and Local Mitigation Strategy Board (LMS) for continued property acquisition, demolition, and open space conversion of lots adjoining Eleven Mile Creek, in the project area, under the FDEM HMGP, associated with Presidential Disaster Declaration for Hurricane IRMA (FEMA 4337-DR-FL), other associated FEMA Hazard Mitigation Assistance Programs, and any other applicable eligible grant opportunities sources;

E. Approve reallocating the remaining balance of $29,960, from Century Hazard Mitigation Grant Program Project from Fund 352 “Local Option Sales Tax” (LOST) III, Cost Center 210107, Transportation and Drainage (T&D) Project #12EN2135, to the Eleven Mile Creek Restoration Project, Fund 352,

Cost Center 210107, LOST III, T&D Project #15EN3205, to be utilized as match funds for Hurricane IRMA (FEMA 4337-DR-FL) HMGP-LMS application; and

F. Approve allocating $280,000 as planned to be available in "Local Option Sales Tax" (LOST) IV, Cost Center 210106, Fiscal Year (FY) 2020 and $1,400,000 in FY 2025, for Bristol Park- Ashbury Hills Area of Eleven Mile Creek Stream Restoration project, to be utilized to provide match funds for Hurricane IRMA (FEMA 4337-DR-FL) HMGP-LMS application, and other associated project costs.

[Funding Source: Eleven Mile Creek Restoration Project, Fund 352, Cost Center 210107, LOST III, T&D Project #15EN3205 has a remaining balance of $ 5,805, including $29,960 reallocation requested in this recommendation for a total of $35,765]

[Funding match has been leveraged utilizing the NFWF funds for Bayou Chico Restoration -Beach Haven Northeast Phase 1 Project that provides 100% federal funding as a global match, under FDEM non-financial agreement #FDEM No. 16NF-00-01-27-01-453, and agreement Modification #1 for FEMA Project #4177-09R, for all Escambia County 4177 disaster declaration HMGP projects]

[Funding of Eleven Mile Creek Stream Restoration Design Services, specified in PD# 16-17.011 Phase 2 of Mott Macdonald's contract, has been submitted to the United States Department of Treasury to request $1,131,477.75, direct component RESTORE funding, expected to be awarded in June 2018]

19. Recommendation Concerning Agreement Renewal for Youth Employment Program Participants - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve 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. Authorize 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.

[Funding Source: Fund 001, General Fund, Cost Center 130201, and Object Code 53401]

20. Recommendation Concerning Budget Amendment #073 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #073, Non-Departmental, General Fund (001), in the amount of $1,000,000, to recognize an increase amending the Sheriff's Fiscal Year 2017/2018 Adopted Personnel Budget. These funds will be used toward deputy and staff pay adjustments, per the terms and conditions of the mediated settlement agreement between the Escambia Board of County Commissioner's and the Escambia County Sheriff's Department. Funding for the increase to the Sheriff's Department will come from the General Fund Reserves for Operating.

III. For Discussion

1. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. Pensacola Recreational Fisherman's Association, in the amount of $1,000;

B. Pensacola Chapter, Inc., Military Officers Association of America, in the amount of $5,000;

C. National Flight Academy, LLC, in the amount of $20,000;

D. Society of St. Vincent DePaul, in the amount of $2,500; and

E. Northwest Florida Legal Services, Inc., in the amount of $5,000.

Upon approval of these funding allocations 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]

2. Recommendation Concerning the Escambia County Area Transit Annual "Summer Wheels" Youth Pass Program - Mike Crittenden, Mass Transit Director

That the Board take the following action:

A. Approve the Escambia County Area Transit (ECAT) Annual "Summer Wheels" Youth Pass Program for Fiscal Year 2018 for passengers 18 years of age and under, which will be available at no charge from Memorial Day to Labor Day;

or

B. Approve the ECAT Annual "Summer Wheels" Youth Pass Program for Fiscal Year 2018 for passengers 18 years of age and under, which will be available at no charge from Memorial Day to Labor Day, **and** approve the continuation of this annual program without further action of the Board.

[Funding: Promotional material and advertising for this program is included in the Mass Transit Budget]

3. Recommendation Concerning Placing a Referendum on the November 6, 2018, General Election Ballot Regarding the Appointment of Superintendent of Schools of Escambia County - Jack R. Brown, County Administrator

That the Board consider the request of Malcolm Thomas, Superintendent of Schools of Escambia County, Florida, that a Referendum be placed before voters on the November 6, 2018, Florida General Election Ballot to determine if the Superintendent of Schools of Escambia County, Florida, should be appointed by the School Board of Escambia County, Florida.

4. Recommendation Concerning the Fiscal Year 2017-2018 Outside Agency Funding Request for the Century Chamber of Commerce - Commissioner Steven Barry, District 5

That the Board approve the Fiscal Year 2017-2018 Outside Agency Funding Request, in the amount of $55,000, for the Century Chamber of Commerce to begin a Workforce Development Program to meet the needs of the local employers and encourage the development of new employment opportunities in the Town of Century.

[Funding: Fund 102, Economic Development Fund, Cost Center 360704, Object 58201]

5. Recommendation Concerning Approval of Owner Direct Purchases (ODP), for Design-Build Services for the New County Correctional Facility - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action, per the terms and conditions of PD 16-17.004, Design-Build Services for the New County Correctional Facility:

A. Approve the usage of Owner Direct Purchase (ODP) procurements, and

B. Authorize the County Administrator to approve and execute any Owner-Direct Purchase Orders that exceed $50,000.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning EEOC Case No.: 425-2018-00430

That the Board take the following action:

A. Discuss pending claim in EEOC Case No.: 425-2018-00430.

II. For Discussion

1. Recommendation Concerning a Resolution Protecting the Character of Existing Public Areas on Santa Rosa Island.

At the request of Commissioner Grover Robinson, that the Board adopt and authorize the Chairman to sign the attached Resolution to protect the character of existing public areas on Santa Rosa Island.

12. Items added to the agenda.

13. Announcements.

14. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13946 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 05/03/2018
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 commending and congratulating Alek Nikoli Bohlman, a Jail Office Support Assistant in the Internal Affairs Division of the Escambia County Corrections Department, on his selection as "Employee of the Month" for May 2018;

B. Adopt the Proclamation proclaiming May 6 - May 12, 2018, as "National Correctional Officers and Employees Week" in Escambia County, recognizing correctional officers and employees for their service, and commending them for the tremendous job they do and for the exceptional performance of their duties under the most difficult of circumstances;

C. Adopt the Proclamation proclaiming May 14, 2018, as "Child Welfare Professionals Recognition Day" and offering gratitude to all who invest their lives into ensuring the lives of our children are safe and happy; and

D. Adopt the Proclamation commending and congratulating the members of Allen Chapel African Methodist Episcopal Church on their 150th Anniversary and expressing gratitude for all of the contributions made by the Church to the community.

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Alek Bohlman EOM May 2018
National Correctional Officers and Employees Week
Child Welfare Professionals Recognition Day
Allen Chapel African Methodist Episcopal Church

PROCLAMATION

WHEREAS, *Escambia County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; and*

WHEREAS, *Alek Nikoli Bohlman, a Jail Office Support Assistant in the Internal Affairs Division of the Escambia County Corrections Department, began his employment with the County on May 31, 2016, and is selected for "Employee of the Month" for May 2018, for the standards of excellence that he has displayed in the performance of his duties; and*

WHEREAS, *Alek exercised an exemplary work performance between the dates of September 27, 2017, and January 23, 2018. During this period of time, Office Support Assistant Bohlman performed his duties diligently while transcribing multiple witness and subject statements related to another department; and*

WHEREAS, *the volume of work detailed 18 hours, 49 minutes, and 3 seconds of recorded investigative interviews. The completed project was 549 pages of typed text resulting in multiple tomes. Each volume was indexed and bound for professional presentation and legal preservation; and*

WHEREAS, *Office Support Assistant Bohlman performed his task professionally while upholding the secrecy and integrity of the confidential investigation. During the same period of time, he assisted with the applicant selection process for a County-Sponsored Corrections Officer Academy Class; and*

WHEREAS, *he also assisted with the Physical Agilities Testing while conducting the administrative duties of taking receipt and processing the required documentation; and*

WHEREAS, *Office Support Assistant Bohlman is a team player lending and volunteering his aid and quality performance wherever he is needed. Alek is the epitome of a professional who embodies the character and honor demanded by the esteemed Office of Internal Affairs.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Alek Nikoli Bohlman on his selection as the "Employee of the Month" for May 2018.*

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: May 3, 2018

PROCLAMATION

***WHEREAS**, correctional officers are trained law enforcement professionals dedicated to maintaining secure correctional facilities and ensuring the public safety; and*

***WHEREAS**, correctional facilities across the United States, both civilian and military, public and private are run by highly-qualified and experienced men and women with a deep understanding of the challenges and difficulties within the profession; and*

***WHEREAS**, correctional officers and employees are responsible for the custody, care, and reform of thousands of offenders every year as well as the maintenance of safe and secure facilities. They work in very demanding and stressful conditions, face many challenges, and put their lives at risk every day; and*

***WHEREAS**, correctional officers and employees are some of the most resourceful, capable, committed, patient and persistent professionals in criminal justice and in our nation, and serve admirably in many different capacities, including jail administrators, wardens, chaplains, nurses, supervisors, managers, and directors; and*

***WHEREAS**, correctional officers and employees teach, train, mentor, counsel, and treat thousands of offenders and provide them with direction, hope and a new focus while preparing them for reentry and life outside of corrections; and*

***WHEREAS**, correctional officers and employees rise to meet most any challenge and serve this honorable profession nobly and admirably.*

***NOW, THEREFORE, BE IT PROCLAIMED**, the Board of County Commissioners of Escambia County, Florida, hereby proclaims May 6 - 12, 2018, as*

"NATIONAL CORRECTIONAL OFFICERS AND EMPLOYEES WEEK"

in Escambia County, recognizes correctional officers and employees for their service, and commends them for the tremendous job they do and for the exceptional performance of their duties under the most difficult of circumstances.

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: May 3, 2018

PROCLAMATION

***WHEREAS**, children are our most precious resources and our promise for a bright future; and*

***WHEREAS**, "Child Welfare Professionals Recognition Day" was originally approved and signed into law by Governor Charlie Crist in 2008; and*

***WHEREAS**, the Bill, Senate Bill 78, was sponsored by Congresswoman Frederica S. Wilson to ensure the professionals who are entrusted with the well-being of our children get the appreciation and positive recognition they rightfully deserve; and*

***WHEREAS**, the vast majority of child welfare professionals are hardworking, conscientious, and compassionate when it comes to the safety of children and take their responsibilities toward ensuring our children are safe and well taken care of very seriously; and*

***WHEREAS**, child welfare professionals are responsible for ensuring our children live free from maltreatment; enjoy long-term, secure relationships within strong families and communities; are physically and emotionally healthy and socially competent, and that families nurture, protect, and meet the needs of their children; and*

***WHEREAS**, they form supportive partnerships with family members, relative caregivers, and foster and adoptive parents to achieve optimum communication, clear roles and responsibilities, and mutual accountability; and*

***WHEREAS**, these professionals build rapport and trust with families and those who know and support them, and empower family members by identifying their strengths and making them aware of the resources that are available to assist them.*

***NOW, THEREFORE, BE IT PROCLAIMED**, the Board of County Commissioners of Escambia County, Florida, hereby proclaims May 14, 2018, to be "Child Welfare Professionals Recognition Day," and offers its gratitude to all who invest their lives into ensuring the lives of our children are safe and happy.*

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: May 3, 2018

PROCLAMATION

WHEREAS, *organized in 1868 as a Mission of the Florida Annual Conference and a part of the Marianna District, Allen Chapel A.M.E. Church is one of the oldest churches in Pensacola and the first African Methodist Episcopal Church in Northwest Florida; and*

WHEREAS, *Henry Call is the first recorded pastor. The church was named in honor of Richard Allen, the founder of the A.M.E. denomination; and*

WHEREAS, *Allen Chapel has been located on four different sites and has been at its fourth and present site, 500 North Guillemard Street, since 1901. The first location was near the corner of Palafox and Strong Streets. The second church site was on Tarragona Street between Chase and Gregory Streets. The third site was on Belmont Street between Guillemard and Tarragona Streets; and*

WHEREAS, *Allen Chapel has produced such notable trailblazers as U.S. Airforce fighter pilot General Daniel "Chappie" James, Jr., who in 1975 became the first African American to reach rank of Four-Star General; Dr. James Polkinghorne, Pharmacist; Lillie James Frazier, renowned educator; and Dr. Elmer Jenkins, the first African American professor at then Pensacola Junior College and School Board member for many years; and*

WHEREAS, *on March 24, 2018, Allen Chapel sponsored a "Hail the Heroes Luncheon" at Christ Episcopal Church in downtown Pensacola, where five deserving individuals currently giving or that have given unselfish service in the fields of education, politics, community service, medicine, and the military were recognized; and*

WHEREAS, *after 150 years, the family of Allen Chapel, under the leadership of current pastor, Freddie Nathan Tellis, celebrates its heritage and embarks on new and expanded missions; and*

WHEREAS, *on May 20, 2018, Allen Chapel African Methodist Episcopal Church will have its Sesquicentennial Jubilee worship service.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates the members of Allen Chapel African Methodist Episcopal Church on their 150th Anniversary and expresses gratitude for all of the contributions made by the Church to the community.*

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: May 3, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13968 **Written Communication 8. A.**
BCC Regular Meeting
Meeting Date: 05/03/2018
Issue: Environmental (Code) Enforcement Lien Relief- 6020 Villenauve Lane
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

March 22, 2018, communication from Michael T. Fuqua and Brittany T. Bailey requesting lien relief for property at 6020 Villenauve Lane.

Recommendation: That the Board review and consider the Lien relief request made by Michael T. Fuqua and Brittany T. Bailey, owners of property, against 6020 Villenauve Lane.

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.

The owner submitted a written request dated March 22, 2018, asking for lien relief.

BACKGROUND:

Michael T. Fuqua and Brittany Bailey were the owners at the time of the Special Magistrate Order was issued. Staff mailed all documents to the address listed with the Property Appraiser's and Janet Holley Tax Office websites.

Ms. Bailey's argument is her mailing address had changed and she never received any notices. Attached as backup information are current print outs from both property appraiser's and tax office websites showing the address had not changed.

BUDGETARY IMPACT:

Fines: $8.900.00
Abatement Cost: $6,000.00
Court Cost: $1,100.00

Total Lien $16,000.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

6020 Villenauve Lane

Janice Gilly : Appeal hearing Request

BB Brittany Bailey <brittany.t.bailey1987@gmail.com> Reply all |
Yesterday, 3:36 PM
Environmental Enforcement

Inbox

Label: c9677195-2b3e-4f59-bb5a-1cfd0b2a0683 (5 years) Expires: 3/21/2023 3:36 PM

---------- Forwarded message ---------
From: Brittany Bailey <brittany.t.bailey1987@gmail.com>
Date: Thu, Mar 22, 2018 at 3:29 PM
Subject: Appeal hearing Request
To: jkgilly@myeacambia.com <jkgilly@myeacambia.com>

Case No. CE 12-10-00525
Location: 6020 Villenauve Lane
PR#381S314302000002

Michael T.Fuqua & Brittany T. Bailey
Vs
ESCAMBIA COUNTY FLORIDA

In and for Escambia County florida I Michael Fuqua would like to formally request an appeal hearing for the fines associated with our property located at 6020 VILLENUAVE LANE PENSACOLA FLORIDA 32526 . The property at the time of the time of the notice was being managed by the mortgage company, US Bank Home Mortgage during this time I was also in a law suit with the mortgage company whom had filled in and with Escambia County Florida and my current address at the time was upto date thru the clerk of the court. I was not notified nor found as documented in my case file of these fines, The address listed in the court documents for this case were sent to an address That was never my own As my own address was updated with the Local Tax Collector Deptartment of Motor Vehicles as well as the Florida Highway Patrol and The clerk of the court. I did not receive a notice at either of my past addresses. I only obtained knowledge of the fees and fines for the property during a closing process for the sale of the property after my legal suit was completed and title to the property deemed free and clear and would like to be granted an appeal hearing. I am requesting the fines to be waived

due to not being notified as documented. Reguardless of the fact that I was under the impression the mortgage company cleared the land I fully understand now that the county has performed clearing the property and accept the abatement fees. Please accept this as a formal request to be granted a fair appeal hearing to request waiving of the fines associated with this case.

Sincerely,

Michael T. Fuqua & Brittany T. Bailey

8506020233 / 8504507753

	Comments:	*No Comments Supplied*			
9924566	06/25/2013	Reinspection	Follow-up	Richard Craig #678	07/12/2013
	Comments:	DAY HEARING PICS ALL VIOLAITONS ON SITE . JUDGMENT FOR COUNTY			
10008559	07/05/2013	Note	Violation	Janice Gilly	07/05/2013
	Comments:	MAILING (SM) RR#91 7199 9991 7032 3651 8027			
10008563	07/05/2013	Note	Violation	Janice Gilly	07/05/2013
	Comments:	RR 91 7199 9991 7032 3651 8621 RETURNED ATTEMPTED NOT KNOWN			
9815713	07/16/2013	Note	Violation	Janice Gilly	07/16/2013
	Comments:	RTN REG MAIL ATTEMPTED NOT KNOWN UNABLE TO FORWARD			
9924127	07/25/2013	Initial Inspection	Follow-up	Richard Craig #678	07/25/2013
	Comments:	NON COMPLY AFF COMPLETED AND PLACED WITH PICS IN LIVE LINK WITH THE REST OF FILE. EMAIL SENT TO JANICE			
9822245	07/31/2013	Note	Violation	Janice Gilly	07/31/2013
	Comments:	RR 91 7199 9991 7032 3651 8027 RETURNED UNCLAIMED			
9822256	08/01/2013	Note	Violation	Janice Gilly	08/01/2013
	Comments:	NON COMPLIANCE LTR SENT CERT RR#91 7199 9991 7032 3652 6459			
9820790	08/13/2013	Note	Violation	Janice Gilly	08/13/2013
	Comments:	RR 91 7199 9991 7032 3652 6459 RETURNED ATTEMPTED NOT KNOWN			
9820793	08/13/2013	Note	Violation	Janice Gilly	08/13/2013
	Comments:	REFERRED TO #681 FOR SUMMARY ABATEMENT			
9824741	10/16/2013	Initial Inspection	Follow-up	Melissa Reber #681	01/21/2014
	Comments:	WITH ABATEMENT UNDER MAGISTRATE ORDER. ALL VIOLATIONS REMAIN			
9826241	01/20/2014	Affidavit	Complied	Melissa Reber #681	01/21/2014
	Comments:	PROPERTY HAS BEEN COMPLIED BY COUNTY CONTRACTOR COBIA BUILDERS. FINAL COST ORDER TO BE REQUESTED AND RECORDED.			
10034573	01/31/2014	Note	Violation	Janice Gilly	01/31/2014
	Comments:	COC ORDER SENT CERT RR#91 7199 9991 7032 4502 3802			
10036845	02/14/2014	Note	Violation	Janice Gilly	02/14/2014
	Comments:	RR 91 7199 9991 7032 4502 3802 RETURNED ATTEMPTED NOT KNOWN			

The information included in this report is also available at MyPermitNow.Org

Work Order/Inspection Details

Work Order ID	Scheduled Date	Inspection Type	Inspection Status	Inspector	Inspection Date
9924092	10/26/2012	Initial Inspection	NOV Admin	Richard Craig #678	10/26/2012
	Comments:	I ARRIVED ON SCENE TO FIND HOUSE THAT HAD BEEN BURNT , PHOTOS TAKEN. I SPOKE TO NEIGHBOR AND HE STATED THE HOUSE HAS BEEN LIKE THIS FOR 3 TO 4 YRS. A LARGE AREA OF THE ROOF HAS FALLEN IN. WINDOW WAS BROKEN ON THE BACK SIDE. I AM ALSO TOLD SOME BANK IS TAKING CARE OF THE GRASS EVERY 10 DAYS. YARD IS MAINTAINED. STRUCT ISSUES / TD AND NUISANCE CONDITIONS.			
9814773	10/30/2012	Note	Violation	Janice Gilly	10/30/2012
	Comments:	NOV SENT REG & CERT RR#91 7199 9991 7031 6938 2498			
9924512	11/09/2012	Reinspection	Title Search	Richard Craig #678	11/21/2012
	Comments:	no change in ... the house still has big hole in roof. td still out by garge. im making req for title search , then if all have been noticed court.			
9925934	11/29/2012	Note	Cancelled	Richard Craig #678	-
	Comments:	*No Comments Supplied*			
9815671	12/06/2012	Note	Violation	Janice Gilly	12/06/2012
	Comments:	RR 91 7199 9991 7031 6938 2498 RETURNED UNCLAIMED			
9928149	12/07/2012	Reinspection	Follow-up	Richard Craig #678	12/06/2012
	Comments:	STILL WAITING ON TITLE SEARCH TO COME BACK			
9834606	12/27/2012	Note	Violation	MyPermitNow.org System	12/27/2012
	Comments:	TITLE SEARCH REQUEST APPROVED BY S LITTLEJOHN ON 11/28/12, FAXED TO ESCAROSA LAND RESEARCH.			
9834607	12/27/2012	Note	Violation	MyPermitNow.org System	12/27/2012
	Comments:	COMPLETED TITLE SEARCH REC'D 12/21/12 FROM ESCAROSA LAND RESEARCH.			
9925308	05/22/2013	Reinspection	Schedule Hearing	Richard Craig #678	05/22/2013
	Comments:	ASAP			
9923715	05/31/2013	Reinspection	Schedule Hearing	Richard Craig #678	05/31/2013
	Comments:	*No Comments Supplied*			
9924559	06/11/2013	Reinspection	Follow-up	Richard Craig #678	06/27/2013
	Comments:	posting for hearing made june 11,2013			
9925919	06/11/2013	Note	Follow-up	Richard Craig #678	06/11/2013
	Comments:	I POSTED THE PROPERTY FOR COURT HEAR THIS DATE AND TIME. ALL VIOLATIONS REMAIN AT THIS TIME.			
9783944	06/12/2013	Note	Violation	MyPermitNow.org System	06/12/2013
	Comments:	ERR#91 7199 9991 7032 3651 8621 SM PETITION & HRG NOTICE FOR 6/25/2013 HRG SENT ECERT & REG MAIL ON 6/12/2013 TO MICHAEL & BRITTANY FUQUA. CLERK INSTRUCTED BY 661 TO FOREGO 21-DAY MAILING.			
9783947	06/12/2013	Note	Cancelled	MyPermitNow.org System	-

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 12-10-00525
Location: 6020 Villeneuve Lane
PR# 381S314302000002

Michael & Brittany Fuqua
804 Lexington Road
Pensacola, FL 32514

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014018602 03/19/2014 at 04:36 PM
OFF REC BK: 7147 PG: 1048 - 1048 Doc Type: CEL1
RECORDING: $10.00

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of June 25, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, 30-203 (o), (u), (y), (z), and (dd). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated June 25, 2013.

Itemized Cost	
a. Fines ($50.00 per day 7/26/13-1/20/14)	$ 8,900.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 6,000.00
Total:	$ 16,000.00

DONE AND ORDERED at Escambia County, Florida on this 12th day of March, 2014.

Janet Lander
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 07/03/2013 at 03:35 PM OR Book 7041 Page 838, Instrument #2013049158, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013049215 07/03/2013 at 04:10 PM
OFF REC BK: 7041 PG: 1010 - 1014 Doc Type: CEL
RECORDING: $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#12-10-00525
LOCATION: 6020 Villeneuve Lane
PR# 381S31-4302-000-002

Michael & Brittany Fuqua
804 Lexington Road
Pensacola, Florida 32514

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida and the Special Magistrate having considered the evidence before him/her in the form of testimony by the Enforcement Officer and the respondent or representative, were not present but Notice was proper, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- [X] 42-196 (a) Nuisance Conditions
- [X] 42-196 (b) Trash and Debris
- [ ] 42-196 (c) Inoperable Vehicle(s); Described _____
- [ ] 42-196 (d) Overgrowth

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 7-3-13

☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☒ (o)

☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☒ (u) ☐ (v) ☐ (w) ☐ (x) ☒ (y) ☒ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☒ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Repeat violation(s) _____

_____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Michael + Brittany Fuqua shall have until July 25, **2013** to correct the violation and to bring the violation into compliance. Corrective action shall include:

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [ ] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 50.00 per day, commencing June 26, 2013. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1/00.00 are awarded in favor of Escambia County as the prevailing party against Michael & Brittany Fugua.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 25th day of June, 2013.

Janet Lander
Special Magistrate
Office of Environmental Enforcement

Escambia County, Florida
Environmental Enforcement Division
Affidavit of Compliance/Non-Compliance

BEFORE ME, the undersigned authority, personally appeared Melissa Reber, who, being first duly sworn, deposes and states as follows:

My name is Melissa Reber. I am over the age of 18 years and make this affidavit based on my personal knowledge. Additionally, I am competent to testify to the matters stated in this Affidavit.

I am an Environmental Enforcement Officer for Escambia County, Florida.

On JANUARY 20, 2014 I inspected the property at 6020 VILLENAUVE LN Property reference #381S314302000002 case number CE121000525 and all corrective actions required by the Special Magistrate's Order of JUNE 25, 2013 Book 7041 Page 838 **X** have been or ☐ have not been N/A completed as of this date JANUARY 20, 2014

☒Fines are to be assessed ☐ Fines are not to be assessed ☒ Cost associated with Special Magistrate's Order:

Court cost $1,100.00

Daily Fine **$8,900.00 (7/26/13-1/20/14 @ $50.00 PER DAY)**

County Abatement Fee $6,000.00

Total cost $16,000.00

By: Melissa Reber #681

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of January, 2014, by Melissa Reber who (X) is personally known to me, or (_) has produced current _____ as identification.

WENDY C. EACRET
MY COMMISSION # FF 036579
EXPIRES: November 16, 2017
Bonded Thru Notary Public Underwriters

(Notary Seal)

Signature of Notary Public

Wendy C Eacret
Printed Name of Notary Public

Escambia County Tax Collector

2017 Roll Details — Real Estate Account At 6020 VILLENEUVE LN

Print this page

Real Estate Account #09-1799-005 | Parcel details | Latest bill | Full bill history

Pay All: $305.14

2017	2016	2015	2014	...	2008
$305.14 due	PAID	PAID	PAID		PAID

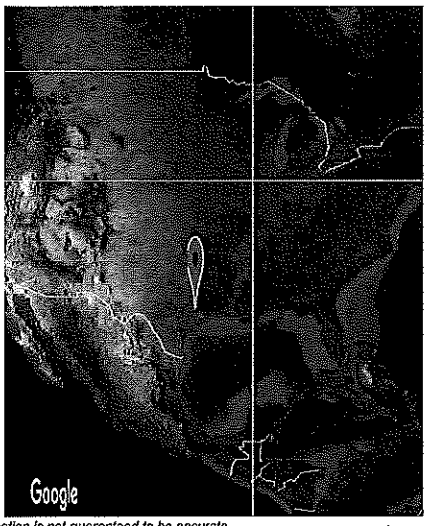
Apply for the 2018 Installment Payment Plan

Get Bills by Email | **Pay this bill: $305.14**

Owner: FUQUA MICHAEL & BRITTANY
804 LEXINGTON RD
PENSACOLA, FL 32514
Situs: 6020 VILLENEUVE LN

Account number: 09-1799-005
Alternate Key: 146529
Millage code: 06
Millage rate: 14.3268

Assessed value: 20,250
School assessed value: 20,250
Unimproved land value: 20,250



Location is not guaranteed to be accurate. **Property Appraiser**

2017 Annual bill — View

Ad valorem: $290.11
Non-ad valorem: $15.03
Total Discountable: 305.14
No Discount NAVA: 0.00
Total tax:

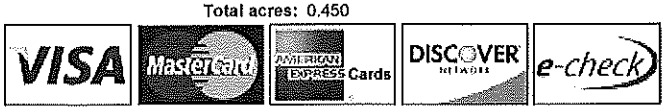
Legal description

BEG AT SW COR OF E 1/2 OF SW 1/4 OF SE 1/4 N ALG W LI 50 FT E 191 FT N 313 7/10 FT FOR POB CONT N 154 FT E 125 FT S 154 FT W 125 FT TO POB BEING LTS 27 & 28 BELLVIEW GARDENS UNRECORDED S/D OR 6243 P 596

Location

Geo number: 381S314302000002

Range: 31
Township: 1S
Section: 38
Block: 002
Lot: 000
Use code: 0000
Total acres: 0.450



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Escambia County Tax Collector

Real Estate Account At 6020 VILLENEUVE LN

Real Estate Account #09-1799-005 | Parcel details | Latest bill | Full bill history

Pay All: $305.14

2017	...	2013	2012	2011	...	2008
$305.14 due		PAID	PAID	PAID		PAID

Apply for the 2018 Installment Payment Plan

Scott Lunsford

Real Estate 2012 Annual Bill

Print this bill (PDF)

Escambia County Tax Collector

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
09-1799-005	146206	013	06

PAID 2012-11-27 $81.60
Receipt #2012-0258803

Get Bills by Email

Owner
FUQUA MICHAEL & BRITTANY
804 LEXINGTON RD
PENSACOLA, FL 32514

Situs address
6020 VILLENEUVE LN

Legal description
BEG AT SW COR OF E 1/2 OF SW 1/4 OF SE 1/4 N ALG W LI 50 FT E 191 FT N 313 7/10 ...
Full legal available: Parcel details

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
COUNTY	6.9755	21,375	21,375	0	$0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2480	21,375	21,375	0	$0.00
BY STATE LAW	5.5100	21,375	21,375	0	$0.00
WATER MANAGEMENT	0.0400	21,375	21,375	0	$0.00
SHERIFF	0.6850	21,375	21,375	0	$0.00
Total	15.4585				$0.00

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
FIRE PROTECTION		$85.00
Total		$85.00

Combined taxes and assessments: $85.00

If paid by: Nov 30, 2012
Please pay: $0.00

PAID 2012-11-27 $81.60
Receipt #2012-0258803

Get Bills by Email

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ECPA Home

Chris Jones
Escambia County Property Appraiser

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

Back

Navigate Mode ◉Account ○Reference

Printer Friendly Version

General Information

Reference:	381S314302000002
Account:	091799005
Owners:	FUQUA MICHAEL & BRITTANY
Mail:	804 LEXINGTON RD PENSACOLA, FL 32514
Situs:	6020 VILLENEUVE LN 32526
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int/High):	BELLVIEW/BELLVIEW/PINE FOREST
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	$20,250	$0	$20,250	$20,250
2016	$20,250	$0	$20,250	$20,250
2015	$20,250	$0	$20,250	$20,250

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data MLS Listing #524556

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/31/2007	6243	596	$116,500	WD	View Instr
01/1997	4095	390	$100	QC	View Instr
03/1991	2992	936	$55,000	WD	View Instr
04/1990	2865	715	$78,300	WD	View Instr
04/1989	2687	587	$79,000	WD	View Instr

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

2017 Certified Roll Exemptions
None

Legal Description
BEG AT SW COR OF E 1/2 OF SW 1/4 OF SE 1/4 N ALG W LI 50 FT E 191 FT N 313 7/10 FT FOR POB CONT N 154 FT E 125 FT S...

Extra Features
None

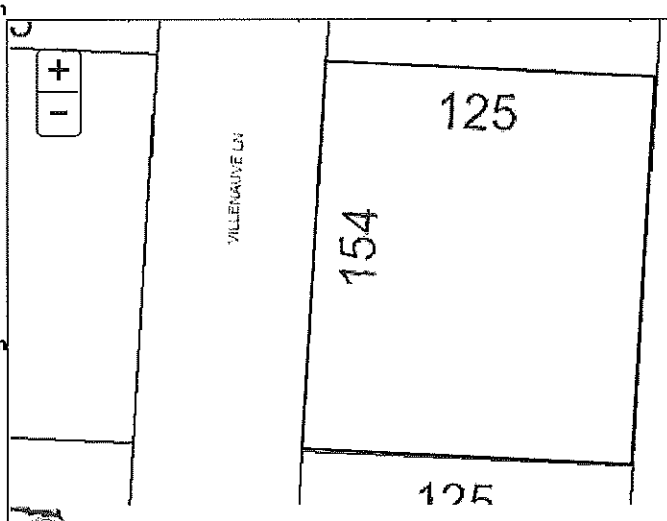
Parcel Information Launch Interactive Map

Section Map Id: 38-1S-31-2

Approx. Acreage: 0.4500

Zoned: MDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images



5/22/14

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.

Last Updated:03/23/2018 (tc.450)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14089 **Written Communication 8. B.**
BCC Regular Meeting
Meeting Date: 05/03/2018
Issue: Property Located at 305 Godwin Street - James Welcome
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
April 25, 2018, communication from James Welcome regarding the property located at 305 Godwin Street that was purchased for $14,500 at a tax deed sale on September 5, 2017, and was subsequently foreclosed upon.

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
Email from James Welcome

305 Godwin - Tax Deed Sale Timeline

Amy L. Lovoy

From: James Welcome <jr1_welcome@yahoo.com>
Sent: Wednesday, April 25, 2018 11:58 AM
To: Amy L. Lovoy
Cc: Jack R. Brown
Subject: Re: RE: 305 GODWIN SITUATION PLACED ON THE BCC MEETING AGENDA

Hi Amy,

Thank you for your rapid reply. So that there is no misunderstanding, my situation is to be presented before the Board of County Commissioners. I want the five (5) members of the BCC to make a decision on my situation and 305 Godwin property. This is what Jack and I agreed to in the April 18 meeting. I paid $14,500.00 for 305 Godwin on Tax Deed Sale September 5, 2017. I had the property surveyed in November 2017 for $1,150.00 and has cut the grass from September 2017 through April 11, 2018. I have placed a eight feet tall, ten feet wide entrance gate between the properties that costed $300.00 for material and labor to install the gate. I have invested $17,000.00 in this property. If and when a decision is made between me receiving money for this property or having the property. My choice is having 305 Godwin. I want to have time to speak on this issue before the BCC at their regular meeting as an agenda item.

Sincerely,

/s/ James R. Welcome

On Wednesday, April 25, 2018, 8:21:29 AM CDT, Amy L. Lovoy <allovoy@myescambia.com> wrote:

Good morning, Mr. Welcome. It was a pleasure speaking with you last night.

I believe Mr. Brown is in the process of speaking directly with the Commissioners from District 2 and District 3 about what to do about your situation. I'm afraid he is out of town this week, but I know he communicating with the Commissioners on your issue. If you will give us the week, I think Jack will have at least the options outlined for you.

Thanks again for the communication last night.

From: James Welcome [mailto:jr1_welcome@yahoo.com]
Sent: Wednesday, April 25, 2018 7:45 AM
To: Amy L. Lovoy <allovoy@myescambia.com>
Cc: James Welcome <jr1_welcome@yahoo.com>
Subject: 305 GODWIN SITUATION PLACED ON THE BCC MEETING AGENDA

Good morning Amy:

It was nice to meet with you during last night after the Town Hall meeting. On last Wednesday, April 18, 2018 I had a 9:30 a.m. meeting in Jack Brown's office with the County Senior Attorney Stephen West and Tara Canon from the property department. At the conclusion of the meeting Jack agreed to place my issue on the Board of County Commissioners (BCC) meeting agenda. He did not say which meeting, but I am hoping that it will be the first meeting in May 2018.

Please notify me in advance when my issue has been placed on the BCC meeting agenda. Thank you for your assistance.

Sincerely,

/s/ James R. Welcome

(c) 850-501-4091

(h) 850-432-4090

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.

TAX DEED SALE TIMELINE – 305 GODWIN

TAX ACCOUNT #063891000
TAX CERTIFICATE #03695 OF 2015
CLERK'S FILE #17-399

- **05/16/07** Amended Order from Code Enforcement Special Magistrate is recorded
- **12/21/11** PLYMOUTH PARK TAX SERVICES acquires property thru Tax Deed Sale (they were the certificate holder, there were no bids, so they received a tax deed for the property).
- **03/12/14** Quit Claim Deed recorded from Wells Fargo Bank, N.A. as successor by merger to Wachovia Bank NA as cust/tte for Plymouth Park Tax Services, LLC as Grantor to PLYMOUTH PARK TAX SERVICES, LLC as Grantee (OR 7144/1360).
- **08/12/14** Complaint filed in 2014 CA 1565 by Escambia County to foreclose on the code enforcement lien against PLYMOUTH PARK TAX SERVICES LLC d/b/a XSPAND
- **08/20/14** Lis Pendens recorded naming Escambia County as Plaintiff and Plymouth Park Tax Services LLC d/b/a XSPAND as Defendants (OR 7213/1710).
- **10/14/14** Quit Claim Deed recorded from PLYMOUTH PARK TAX SERVICES LLC as Grantor to PROPEL FINANCIAL 1, LLC as Grantee (OR 7241/1910).
- **06/01/15** Tax Certificate # 03695 of 2015 issued to DIH TAX PARTNERS LLC .
- **05/27/16** Special Warranty Deed recorded from PROPEL FINANCIAL 1, LLC as Grantor to RIOPROP HOLDINGS, LLC as Grantee (OR 7531/894).
- **06/01/16** Tax Certificate # 03387 of 2016 issued to ARDWEN FUND 1, LLC PROFCAP1
- **11/17/16** motion for leave to amend the complaint in 2014 CA 1565 filed to add RIOPROP HOLDINGS LLC as a defendant because it now owns the property
- **o/a 02/15/17** amended notice of lis pendens recorded
- **04/24/17** DIH TAX PARTNERS LLC makes application for tax deed (Clerk's office schedules auction for 9/5/17).
- **07/20/17** Clerk mails notices of application for tax deed to RIOPROP HOLDINGS LLC c/o Propel Financial Services LLC, Escambia County Attorney, and Code Enforcement Office.
- **07/20/17** Sheriff's Office posts notice of application for tax deed on property.
- **08/03/17** Notice of application for tax deed advertised for 4 consecutive weeks in Escambia Sun Press beginning August 3.
- **09/05/17** Tax Deed Sale is held, sold to highest bidder JAMES R WELCOME and ARNETHA JACKSON WELCOME for $14,500.00.
- **09/05/17** Total due from buyer is $14,644.00, paid in full by JAMES R WELCOME
- **09/11/17** Check in the amount of$14,446.84 issued to tax certificate holder DIH TAX PARTNERS LLC.
- **09/12/17** Tax Deed is recorded, Grantees are JAMES R WELCOME and ARNETHA JACKSON WELCOME.
- **02/06/18** Final Judgment of Foreclosure entered in 2014 CA 1565; foreclosure sale set for March 7, 2018

- **03/05/18** Motion to Cancel and/or Reschedule Foreclosure Sale filed by WELCOMES
- **03/07/18** Foreclosure sale held, Certificate of Sale issued to County for $17,000.00.
- **03/21/18** Certificate of Title issued to Escambia County Florida.
- **03/27/18** Certificate of Title recorded in the Official Records (OR 7875/1144).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14027 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 05/03/2018
Issue: 5:31 p.m. Public Hearing - Vacate a Portion of Unimproved Right-of-Way known as Grotto Avenue
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the vacation of a portion of unimproved right-of-way Known as Grotto Avenue, as petitioned by George D. Powers.

Recommendation: That the Board take the following action regarding a Petition to Vacate a Portion of Unimproved Right-of-Way known as Grotto Avenue:

A. Approve or deny the vacation of a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

BACKGROUND:

Grotto Avenue (formerly Oak Avenue) intersects with Innerarity Point Road and is located in the Oak Court Addition Subdivision, as recorded in Plat Book 1, Page 8. Grotto Avenue, south of Innerarity Point Road, is not maintained by Escambia County.

The petitioner, Mr. George Powers, is requesting the county to vacate a portion of

unimproved right-of-way known as Grotto Avenue, an area approximately 50' x 130', located west of the property that Mr. Powers currently owns.

No one will be denied access to his or her property as a result of this vacation.

There is a parcel of land located south of the vacation area which is currently owned by the property owner on the west side of the area requesting to be vacated. There is currently no direct water access.

Notifications were sent to the surrounding property owners within a 500' radius of the requested vacation area.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Hold Harmless - Grotto Ave
Resolution - Grotto Ave
Notice of Adoption - Grotto Ave
Certification of Property Owners - Grotto Ave

Aerial Map - Grotto Vacation

BCC Action 4-5-18 - Postpone

HOLD/HARMLESS AGREEMENT

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

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

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

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

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

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

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

Executed in the presence of:

Witness

Erin Carty

Print or type name

Witness

Laura Griffin

Print or type name

Petitioner

George Dustin Powers

Print or type name(s)

Date: 4/17/2018

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of April, 2018, by George Dustin Powers. He/She is (___) personally known to me, (✓) produced current Florida/Other Drivers License driver's license as identification, and/or (___) produced current _____ as identification.

Notary Public

TAYLOR BARBER
MY COMMISSION # GG 128828
EXPIRES: July 27, 2021
Bonded Thru Notary Public Underwriters

Taylor Barber

Print or type name

Commission Expires: July 27, 2021

Commission Number: #GG128828

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

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

RESOLUTION NUMBER R_____-_____

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

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

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

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

WHEREAS, Petitioner(s), George Powers, has caused to be published on April 18th, A.D., 2018, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 pm on May 3, 2018 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

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

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

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

NOTICE IS HEREBY GIVEN that on May 3rd, A.D., 20 18, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FORMERLY OAK AVENUE), (50' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

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

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

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned petitioner(s), does hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated April 17, 2018.

Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WITNESS my hand and official seal this 17th day of April, A.D., 2018.

Notary Public

Taylor Barber
Print or type name

Commission Number: # GG 128828
Commission Expires: July 27, 2021

TAYLOR BARBER
MY COMMISSION # GG 128828
EXPIRES: July 27, 2021
Bonded Thru Notary Public Underwriters

Kevin Pacuk 3240 Route 51 Hannacroix, NY 12087

Rosemary Mead 5225 Chestwick Place Cumming, GA 30040

Wayne Adcock 2899 North 12th Avenue. Pensacola, FL 32503

Richard Honkanen 5717 North Regency Court Mobile, AL 36609

Steven Fischbach 1382 East Retstil Road Port Orchard, WA 98366

Martha Shaw 14665 Innerarity Point Rd. Pensacola, FL 32507

Hastel Kennedy PO Box 561 Picayune, MS 39466

Douglas Howie 14645 Innerarity Point Rd. Pensacola, FL 32507

John Thorsen 631 West Avery Street Pensacola, FL 32501

Fred Smith 1124 North 31st Street Renton, WA 98056

Robert Berglin 16454 County Road 3 Fairhope, AL 36532

Cynthia Ramsey 5873 Grotto Ave. Pensacola, FL 32507

Carrie Griffith 5870 Grotto Ave. Pensacola, FL 32507

Jonathan Bell PSC 3 Box 1293 APO, AP 96266

Bartholomew Connolly 2106 Opal Ridge Vista, CA 92038

Timothy McAndrews 1704 Pratt Highway Birmingham, AL 35214

Mark McMann 5902 Grotto Ave. #1 Pensacola, FL 32507

Terry Brooks 8709 Rush Lane Pensacola, FL 32526

Ronald Morris 28240 Jake Frank Lane Elberta, AL 36530

Michael Yonke 14420 River Road Pensacola, FL 32507

Raymond Smith 5908 Grotto Ave. Pensacola, FL 32507

Lynn Woodriff 14705 Innerarity Point Rd. Pensacola, FL 32507

Paul Wei 500 Gulf Shore Drive #122 Destin, FL 32541

Elemer Brestan 14685 Innerarity Point Rd. Pensacola, FL 32507

Jane Busey 5570 Hibiscus Road Pensacola, FL 32504

Richard Mead 5921 Grotto Ave. Pensacola, FL 32507

Kishor Patel 14710 Innerarity Point Road Pensacola, FL 32507

Larry Davis 30 Grand Bayou Circle Hattisburg, MS 39402

Emily McGiboney 2612 Sherman Avenue Pensacola, FL 32507

Matthew Gatson PO Box 354 Chillicothe, MO 64601

Brian Gatson 812 Clay Street Chillicothe, MO 64601

Debra Lagos 63 Smiley Loop Road Riceboro, GA 31323

Arthur Behnke 531 Stonymeade Drive Winchester, VA 22602

Ralph Blackburn 5861 Grotto Avenue Pensacola, FL 32507

Thomas Roberts 14694 Innerarity Point Road Pensacola, FL 32507

Jamie Coats 7214 Brinkley Street Navarre, FL 32566

Michael Butera 1610 Lago Vista Drive Pearland, TX 77581

FLP TEN Welch 1220 L ST NW STE 100 #560 Washington, DC 20005

Exhibit "A"
REQUEST TO VACATE UNIMPROVED RIGHT-OF-WAY KNOWN AS GROTTO AVENUE
Petitioner: GEORGE POWERS



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 11/17/17 DISTRICT 2

Petitioner's Property

Vacation Area

Mead Property
(2 parcels)

REGULAR BCC AGENDA – Continued

8. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action regarding a Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue:

   A. Approve or deny the vacation of a portion of unimproved right-of-way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers;

   B. Accept the Hold Harmless Agreement;

   C. Adopt the Resolution to Vacate; and

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

   Approved 5-0 to reschedule to May 3, 2018, at 5:31 p.m.

   Speaker(s):

   Mark McMann
   Michelle McAndrews
   Terry Brooks Corcoran
   William Yonke

9. Recommendation: That the Board, at the 5:33 p.m. Public Hearing, adopt an Ordinance [Number 2018-11] creating Sections 86-131 through 86-160 of Chapter 86, Article IV, Division 3, of the Escambia County Code of Ordinances, to implement new legislation governing placement of small wireless facilities in County rights-of-way.

   Approved 5-0

   Speaker(s) – None

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-14042 **Clerk & Comptroller's Report 11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/03/2018
Issue: March 2018 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the March 31, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2018, as required by Ordinance Number 95-13; on March 31, 2018, the portfolio market value was $381,848,503 and portfolio earnings totaled $416,206 for the month; the short-term portfolio yield 1.38%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.54%; the long-term CORE portfolio achieved a yield of 2.40%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.59%.

Attachments

March 2018 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
March 31, 2018

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
March 31, 2018

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value February 28, 2018	Market Value March 31, 2018
Bank Accounts	$ 33,523,818	$ 21,873,957
Money Market Accounts	60,843,267	60,876,458
State Board of Administration	75,769,511	60,872,040
Local Government Investment Pools	75,078,432	75,171,010
Certificates of Deposit	45,138,386	60,138,386
Money Market Mutual Fund	2,045,543	5,942,421
U.S. Treasury Bond/Notes	39,309,822	39,373,529
Federal Agency Bond/Note	34,916,676	31,156,836
Municipal Bonds	3,898,538	3,900,850
Corporate Notes	22,554,994	22,543,015
Total Portfolio Assets:	$ 393,078,987	$ 381,848,503
Current Month Earnings:	**$ 276,564**	**$ 416,206**
Fiscal Year to Date Earnings:	**$ 1,266,815**	**$ 1,683,021**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	February 28, 2018	March 31, 2018
Market Value	**$ 290,353,414**	**$ 278,931,851**
	1.33%	**1.38%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	1.38%	1.54%
Fiscal YTD Earnings:	**643,924**	**939,118**

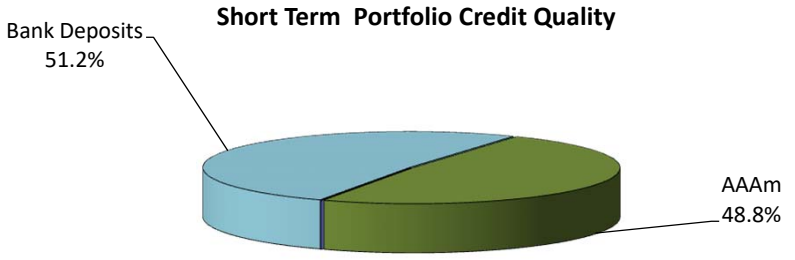
LONG TERM CORE PORTFOLIO:	February 28, 2018	March 31, 2018
	$ 102,725,573	**$ 102,916,651**
CORE Portfolio Yield to Maturity at Market:	**2.36%**	**2.40%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.24%	2.36%
CORE Portfolio Total Return:	**-0.12%**	**0.21%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.57%	0.32%
Effective Duration (Years)	**2.07**	**2.07**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.57	2.59
Fiscal YTD Earnings:	**622,891**	**743,902**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2017-2018
March 31, 2018

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

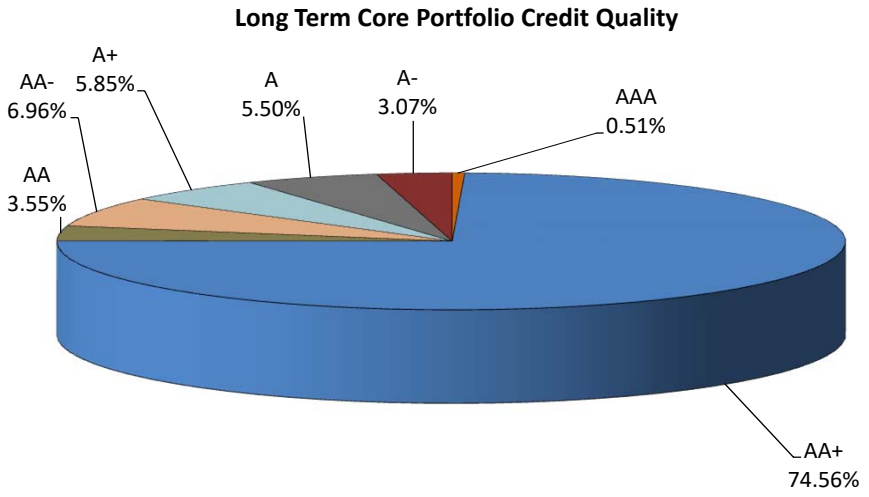
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 21,873,957	7.8%
Money Market Accounts	60,876,458	21.8%
Certificates of Deposit	60,138,386	21.6%
State Board of Administration	60,872,040	21.8%
Local Government Investment Pools	75,171,010	26.9%
Total Short Term Portfolio Assets:	**$ 278,931,851**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 39,373,529	38.3%
Federal Agency Bond / Note	31,156,836	30.3%
Municipal Obligations	3,900,850	3.8%
Corporate Note	22,543,015	21.9%
Money Market Mutual Fund - Federated Government	5,942,421	5.8%
Total Long Term Core Portfolio Assets:	**$ 102,916,651**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
March 31, 2018

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	60,872,040	15.9%	25%	Yes
United States Treasury Securities		39,373,529	10.3%	100%	Yes
Federal Instrumentalities		31,156,836	8.2%	50%	Yes
Local Government Investment Pools		75,171,010	19.7%	50%	Yes
Certificates of Deposit		60,138,386	15.7%	50%	Yes
Savings Accounts		60,876,458	15.9%	50%	Yes
Corporate Notes		22,543,015	5.9%	25%	Yes
State and/or Local Government Debt		3,900,850	1.0%	25%	Yes
Bank Accounts - Bank of America		21,873,957	5.73%	100%	Yes
Money Market Mutual Fund		5,942,421	1.6%	50%	Yes
Total Investment Holdings	**$**	**381,848,503**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	994,168	0.3%	5%	Yes
American Honda Finance	411,017	0.1%	5%	Yes
Bank Accounts - Bank of America	21,873,957	5.7%	100%	Yes
BBVA Compass	25,065,424	6.6%	15%	Yes
Centennial Bank	30,111,193	7.9%	15%	Yes
Caterpillar INC	732,212	0.2%	5%	Yes
Cisco Systems Inc.	2,000,454	0.5%	5%	Yes
City of New York	1,693,608	0.4%	5%	Yes
Coca-Cola Company	315,572	0.1%	5%	Yes
Colgate-Palmolive Co	749,002	0.2%	5%	Yes
Deere & Company	1,153,022	0.3%	5%	Yes
Exxon Mobil Corporate Notes	994,551	0.3%	5%	Yes
Fannie Mae	11,889,279	3.1%	5%	Yes
Federal Home Loan Bank (FHLB)	14,938,234	3.9%	25%	Yes
Fidelity Institutional Government MMF	5,942,421	1.6%	25%	Yes
FLCLASS	5,089,414	1.3%	25%	Yes
Florida Prime (SBA)	60,872,040	15.9%	25%	Yes
Florida Local Government Investment Trust	70,081,596	18.4%	25%	Yes
Freddie Mac	4,329,323	1.1%	25%	Yes
Hancock Bank	22,886,958	6.0%	15%	Yes
Home Depot Inc.	461,697	0.1%	5%	Yes
Intel Corporation	976,303	0.3%	5%	Yes
International Business Machines	970,111	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	983,942	0.3%	5%	Yes
Microsoft Corporate Notes	490,366	0.1%	5%	Yes
Mississippi State	752,149	0.2%	5%	Yes
Oracle Corp	980,368	0.3%	5%	Yes
Pepsico, Inc.	1,032,015	0.3%	5%	Yes
Pfizer Inc Corporate Notes	996,314	0.3%	5%	Yes
Proctor & Gamble Co	639,135	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
March 31, 2018

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank		42,951,268	11.2%	15%	Yes
State of Connecticut		676,872	0.2%	5%	Yes
State Street Corporation		994,170	0.3%	5%	Yes
The Bank of New York Mellon Corporation		1,997,052	0.5%	5%	Yes
The Walt Disney Corporation		490,197	0.1%	5%	Yes
Toyota Motor Corp		2,066,711	0.5%	5%	Yes
United Parcel Service Inc.		487,863	0.1%	5%	Yes
United States Treasury Securities		39,373,529	10.3%	100%	Yes
University of WA Taxable Revenue Bonds		778,221	0.2%	5%	Yes
Visa Inc		631,176	0.2%	5%	Yes
Wells Fargo &Company Corporate Notes		995,596	0.3%	5%	Yes
Total Investment Holdings	**$**	**381,848,503**	**100.0%**		

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-13989 **Clerk & Comptroller's Report 11. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 05/03/2018
Issue: TDT Collection Data for the February 2018 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the February 2018 Returns Received in March 2018

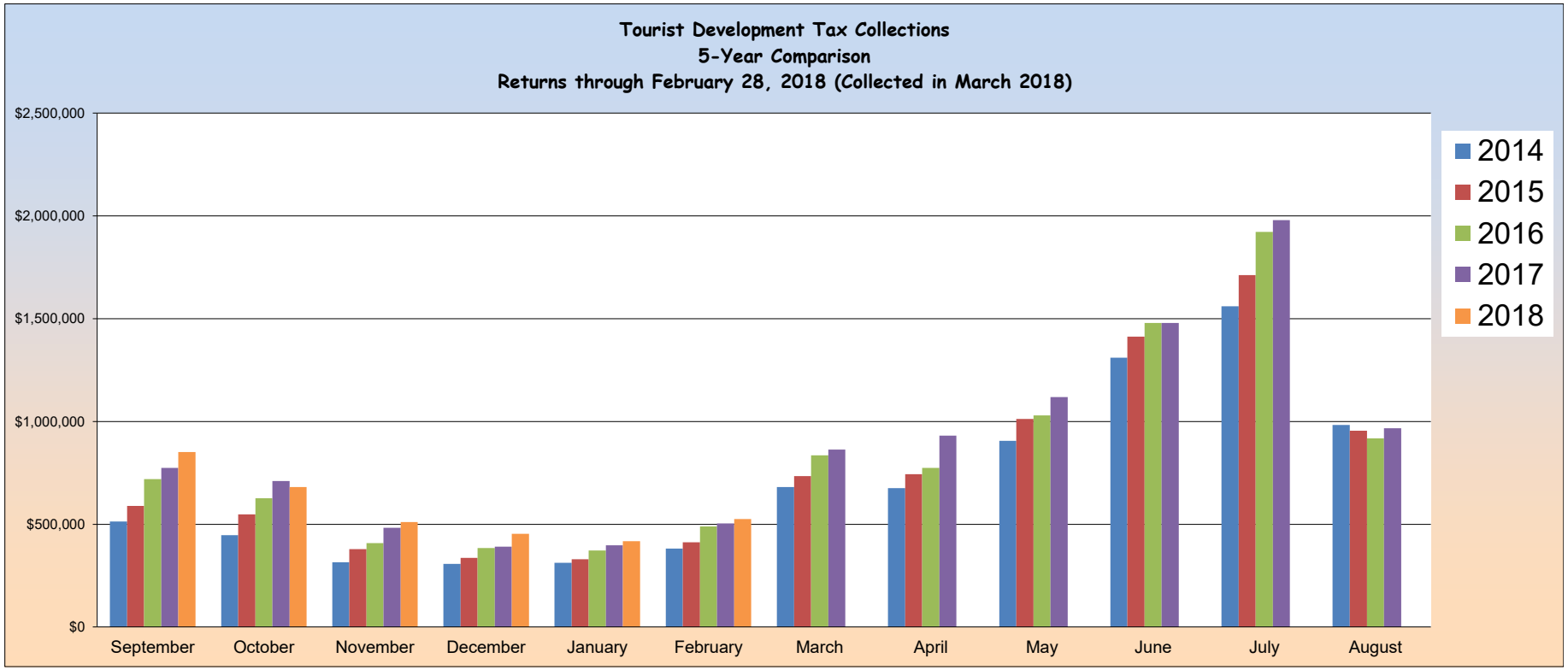
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2018 returns received in the month of March 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the sixth month of collections for the Fiscal Year 2018; total collections for the month of February 2018 returns was $524,738.53; this is a 4.13% increase over the February 2017 returns; total collections year to date are 5.46% more than the comparable timeframe in Fiscal Year 2017.

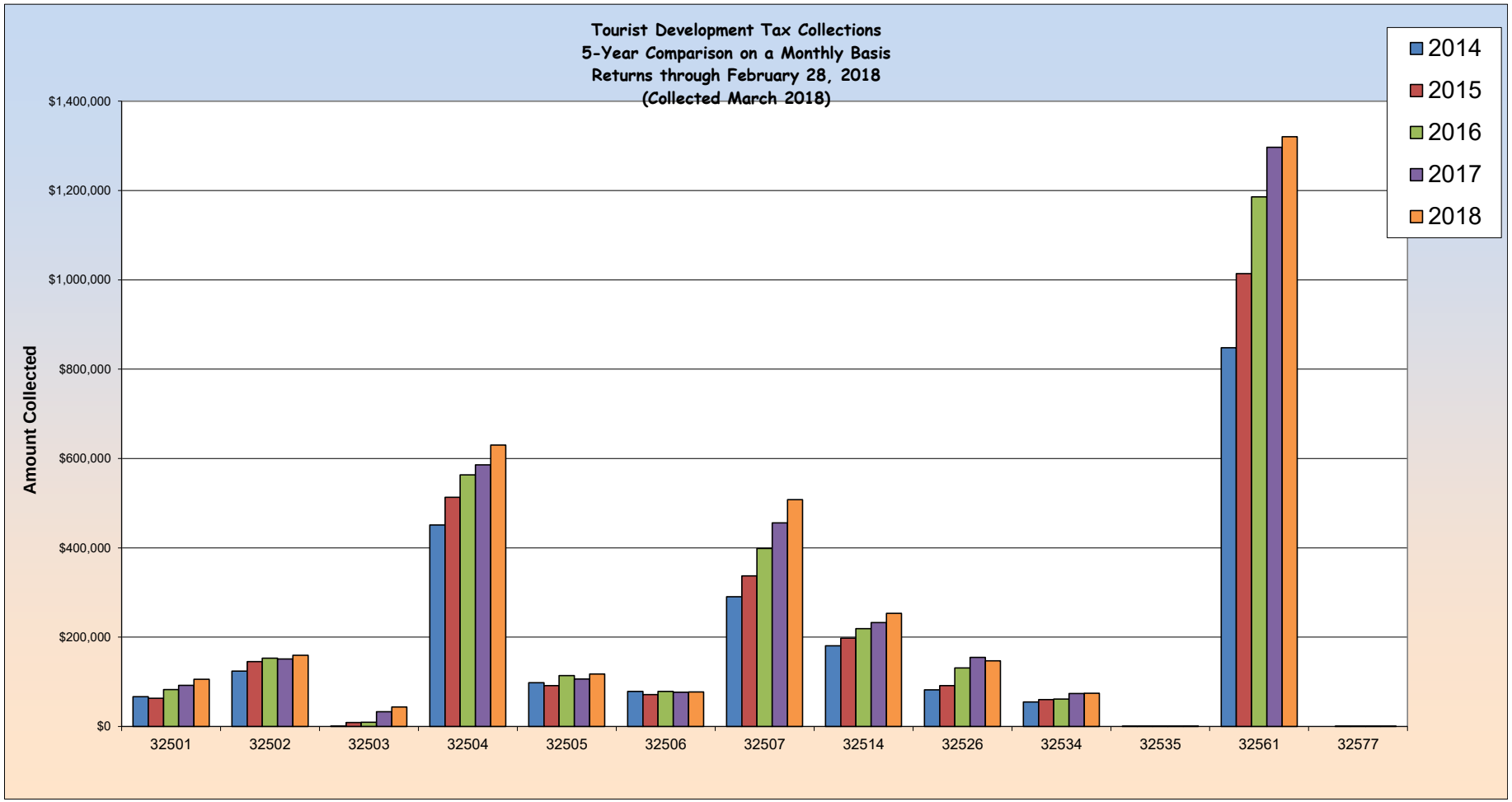
Attachments

February 2018 TDT Collections Received in March

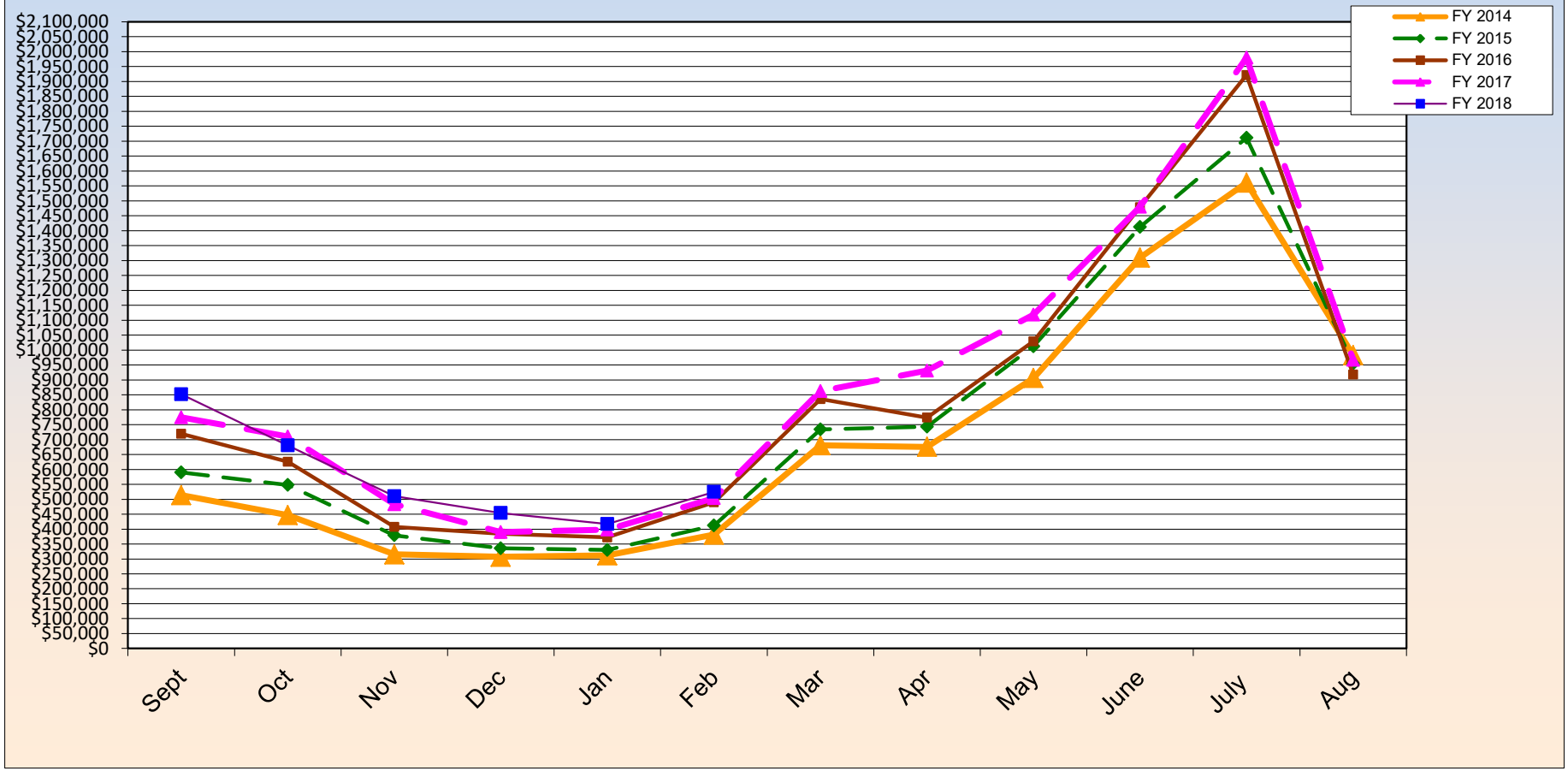
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF MARCH 2018

Zip Code	Fiscal Year 2018 YTD Collected	Fiscal Year 2017 YTD Collected	Difference	% Change
32501	105,873	91,868	14,005	15%
32502	159,390	151,230	8,160	5%
32503	43,630	33,022	10,608	32%
32504	630,154	586,018	44,136	8%
32505	117,245	106,192	11,053	10%
32506	77,483	76,961	522	1%
32507	508,036	455,970	52,066	11%
32514	253,230	232,849	20,381	9%
32526	147,224	154,518	(7,294)	-5%
32534	74,319	73,796	523	1%
32535	916	805	111	14%
32561	1,320,537	1,296,907	23,630	2%
32562	-	-	-	0%
32577	150	100	50	50%
Total	**$ 3,438,187**	**$ 3,260,237**	177,950	**5%**


Tourist Development Tax Collections
5-Year Comparison
Returns through February 28, 2018 (Collected in March 2018)
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2014
2015
2016
2017
2018


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through February 28, 2018
(Collected March 2018)
2014
2015
2016
2017
2018
Amount Collected
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2014 - FY 2018
Returns through February 28, 2018 (Collected in March 2018)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2018
AS OF MARCH 31, 2018

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/17	**20,189**	2%	**33,110**	4%	**8,055**	1%	**127,370**	15%	**26,827**	3%
11/17	**15,305**	2%	**30,151**	4%	**7,908**	1%	**112,522**	17%	**16,690**	2%
12/17	**15,278**	3%	**26,266**	5%	**7,092**	1%	**103,569**	20%	**15,923**	3%
01/18	**14,881**	3%	**22,042**	5%	**7,184**	2%	**93,898**	21%	**18,961**	4%
02/18	**16,581**	4%	**20,599**	5%	**6,278**	2%	**93,500**	22%	**17,664**	4%
03/18	**23,638**	5%	**27,222**	5%	**7,113**	1%	**99,293**	19%	**21,179**	4%
Total	**$ 105,873**	**3%**	**$ 159,390**	**5%**	**$ 43,630**	**1%**	**$ 630,154**	**18%**	**$ 117,245**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/17	**17,729**	2%	**141,510**	17%	**48,279**	6%	**28,141**	3%	**16,786**	2%
11/17	**14,116**	2%	**117,580**	17%	**45,400**	7%	**25,079**	4%	**13,812**	2%
12/17	**12,723**	2%	**58,984**	12%	**41,547**	8%	**24,823**	5%	**11,206**	2%
01/18	**10,887**	2%	**44,414**	10%	**38,809**	9%	**24,691**	5%	**10,404**	2%
02/18	**10,328**	2%	**59,924**	14%	**39,584**	9%	**22,010**	5%	**10,365**	2%
03/18	**11,701**	2%	**85,625**	16%	**39,610**	8%	**22,481**	4%	**11,745**	2%
Total	**$ 77,483**	**2%**	**$ 508,036**	**15%**	**$ 253,230**	**7%**	**$ 147,224**	**4%**	**$ 74,319**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/17	**138**	0%	**383,626**	45%	**-**	0%	**16**	0%	**851,777**	100%
11/17	**186**	0%	**281,499**	41%	**-**	0%	**50**	0%	**680,297**	100%
12/17	**200**	0%	**192,757**	38%	**-**	0%	**35**	0%	**510,405**	100%
01/18	**88**	0%	**167,637**	37%	**-**	0%	**17**	0%	**453,912**	100%
02/18	**-**	0%	**120,225**	29%	**-**	0%	**-**	0%	**417,058**	100%
03/18	**304**	0%	**174,793**	33%	**-**	0%	**33**	0%	**524,739**	100%
Total	**$ 916**	**0%**	**$ 1,320,537**	**38%**	**$ -**	**0%**	**$ 150**	**0%**	**$ 3,438,187**	**100%**

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/16	**19,380**	3%	**28,706**	4%	**7,582**	1%	**107,704**	14%	**18,717**	2%
11/16	**16,302**	2%	**29,923**	4%	**6,327**	1%	**113,135**	16%	**19,922**	3%
12/16	**14,867**	3%	**25,670**	5%	**5,411**	1%	**99,858**	21%	**16,651**	3%
01/17	**12,246**	3%	**20,593**	5%	**4,367**	1%	**80,988**	21%	**15,052**	4%
02/17	**12,855**	3%	**20,184**	5%	**4,061**	1%	**88,341**	22%	**16,726**	4%
03/17	**16,219**	3%	**26,153**	5%	**5,274**	1%	**95,993**	19%	**19,123**	4%
Total	**$ 91,868**	**2%**	**$ 151,230**	**4%**	**$ 33,022**	**1%**	**$ 586,018**	**15%**	**$ 106,192**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/16	**14,090**	2%	**127,016**	16%	**40,876**	5%	**26,793**	3%	**11,880**	2%
11/16	**17,582**	2%	**111,916**	16%	**39,351**	6%	**26,474**	4%	**12,889**	2%
12/16	**11,410**	2%	**53,079**	11%	**39,610**	8%	**24,256**	5%	**11,841**	2%
01/17	**8,637**	2%	**40,510**	10%	**35,625**	9%	**23,062**	6%	**11,310**	3%
02/17	**12,085**	3%	**52,690**	13%	**37,083**	9%	**23,259**	6%	**12,137**	3%
03/17	**13,158**	3%	**70,759**	14%	**40,304**	8%	**30,673**	6%	**13,739**	3%
Total	**$ 76,961**	**2%**	**$ 455,970**	**18%**	**$ 232,849**	**6%**	**$ 154,518**	**$ -**	**$ 73,796**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/16	**105**	0%	**371,593**	48%	**-**	0%	**100**	0%	**774,538**	100%
11/16	**229**	0%	**316,293**	45%		0%		0%	**710,343**	100%
12/16	**135**	0%	**180,363**	37%	**-**	0%		0%	**483,151**	100%
01/17	**75**	0%	**137,912**	35%	**-**	0%		0%	**390,380**	100%
02/17	**135**	0%	**118,318**	30%	**-**	0%		0%	**397,875**	100%
03/17	**126**	0%	**172,429**	34%	**-**	0%		0%	**503,949**	100%
Total	**$ 805**	**0%**	**$ 1,296,907**	**45%**	**$ -**	**0%**	**$ 100**	**0%**	**$ 3,260,237**	**100%**

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	277,444	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905	638,832
NOV	OCT	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757	510,223
DEC	NOV	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	362,364	382,803
JAN	DEC	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	292,783	340,434
FEB	JAN	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	298,406	312,794
MAR	FEB	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	377,962	393,554
	TOTAL	**$ 1,255,810**	**$ 1,265,908**	**$ 1,450,903**	**$ 1,576,294**	**$ 1,675,279**	**$ 1,707,299**	**$ 1,946,126**	**$ 2,249,616**	**$ 2,445,177**	**$ 2,578,640**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	92,482	91,634	107,283	114,546	132,767	128,403	147,425	179,922	193,636	212,944
NOV	OCT	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	177,586	170,074
DEC	NOV	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	120,788	127,601
JAN	DEC	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	97,594	113,478
FEB	JAN	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	99,469	104,265
MAR	FEB	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	125,987	131,185
TOTAL		**$418,603**	**$421,969**	**$483,634**	**$525,431**	**$558,426**	**$569,099**	**$648,709**	**$749,872**	**$815,060**	**$859,547**

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-14055 **Clerk & Comptroller's Report 11. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 05/03/2018
Issue: Escambia County Investment Policy
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning the Escambia County Investment Policy

That the Board accept the revised Escambia County Investment Policy.

Attachments

Escambia County Investment Policy - Revised

Escambia County, Florida
Investment Policy



Pam Childers
Clerk of Court & Comptroller
Adopted on: January 21, 2010;
Amended on: May 3, 2018

Escambia County, Florida Investment Policy

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Escambia County, Florida
Investment Policy

I. PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of Escambia County Board of County Commissioners, Florida (hereinafter "County"). These policies are designed to safeguard the County's funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the County including the County's funds related to the issuance of debt. Any future revenues, which have statutory investment requirements conflicting with this Investment Policy and funds held or controlled by Federal or State agencies (e.g., Department of Revenue), are not subject to the provisions of this policy.

III. INVESTMENT OBJECTIVES

Safety of Principal
The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Maintenance of Liquidity
The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment
Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Advisor utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Advisor may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

IV. DELEGATION OF AUTHORITY

As designated by the Board of County Commissioners the responsibility for providing oversight in regards to the management of the investment program resides with Escambia County's Clerk and Comptroller (Clerk). If the portfolio is split between a short term and long term core investment program, the Clerk may utilize the services of an Investment Advisor to manage the long term portion who must be registered under the Investment Advisers Act of 1940. The Clerk or designee will be responsible for the transferring of appropriate funds to affect investment transactions for the long-term core investment program. The Clerk's Finance Department will be responsible for the investment of operating funds, operating reserves funds, and bond proceeds.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the Board of County Commissioners in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the Prudent Person standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the Investment Committee any material financial interests in financial institutions that conduct business with the County, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the County's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Clerk or designee shall establish a system of internal controls and operational procedures that are in writing and made a part of the County's finances operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery-vs-payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this policy.

Independent auditors as a normal part of the annual financial audit to the County shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Clerk or designee shall annually complete 8 hours of continuing education in subjects or course of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

The Clerk shall only purchase securities from Qualified Financial Institutions and investment institutions, which are designated as Primary Dealers by the Federal Reserve Bank of New York. The Clerk or designee shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Dealers as designated by the Federal Reserve Bank of New York. The Clerk or designee shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

1) Regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
2) Capital of no less than $10,000,000;
3) Registered as a dealer under the Securities Exchange Act of 1934;
4) Member of the Financial Industry Regulatory Authority, Inc. (FINRA)
5) Registered to sell securities in Florida;
6) The firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.
7) Public Depositories qualified by the Treasurer of the State of Florida, in accordance with Chapter 280, Florida Statutes.

All brokers, dealers and other financial institutions deemed Qualified Institutions shall be provided with current copies of the County's Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the County transacts business. The County's Investment Advisor shall utilize and maintain its own list of approved primary and non-primary dealers.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

Operating Funds

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twelve (12) months.

Core Funds

Investments of reserves, project funds, debt proceeds and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five and a half (5.50) years and the average duration of the funds as a whole may not exceed three (3) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the master repurchase agreement.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Clerk has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased/sold utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. TradeWeb

B. Bloomberg Information Systems

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing

D. Daily market pricing provided by the County’s custodian or their correspondent institutions

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process

B. When no active market exists for the issue being traded due to the age or depth of the issue

C. When a security is unique to a single dealer, for example, a private placement

D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investment instruments will not be bid, but may be placed with the County's depository bank relating to the demand account for which the investment instrument was purchased.

When all other factors are equal, qualified public depositories having a physical presence within Escambia County will be given preference in order to enable the banks in Escambia County the opportunity to enhance the economics of the local area.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs. Such cash flows are subject to revisions as market conditions and the County's needs change. County Departments are responsible for updating cash flow projections and expenditure projections over $100,000 and for providing this information to the Clerk or designee on a quarterly basis or as needed. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Clerk or designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the County's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the County. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Clerk. The Clerk shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies.

Diversification limits outlined below may be temporarily exceeded at the Clerk's discretion when general economic conditions warrant such departure. Exceeding percentage limits due to changes in portfolio balance will not require liquidation of any asset, but will restrict further investing. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment at the time of purchase. Investments not listed in this policy are prohibited.

Permitted Investments

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement[1]	Maximum Maturity
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 Years avg. life[4] for GNMA)
GNMA		40%		
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%		
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*	75%	40%[3]	N/A	5.50 Years
Federal Agency/GSE other than those above		10%		
Corporates	50%[2]	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years
Agency Mortgage-Backed Securities (MSB)	25%	25%[3]	N/A	5.50 Years Avg Life[4]
Asset-Backed Securities (ABS)	25%	5%	Highest ST or Three Highest LT Rating (A-1+/P-1, A-/A3, or equivalent)	5.50 Years Avg Life[4]
Non-Negotiable Collateralized Bank Deposits or Savings Accounts	50%	15%	None, if fully collateralized.	1 Year
Commercial Paper (CP)	25%[2]	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days
Bankers' Acceptances (BAs)	10%[2]	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days
Repurchase Agreements (Repo or RP)	20%	10%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent)	1 Year
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A
Intergovernmental Pools (LGIPs)	75%	50%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)	N/A

Notes:

[1] Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

[2] Maximum allocation to all corporate and bank credit instruments is 50% combined.

[3] Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 25%.

[4] The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

1) **U.S. Treasury & Government Guaranteed -** U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.

2) **Federal Agency/GSE -** Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).

3) **Corporates –** U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic or foreign corporation, financial institution, non-profit, or other entity.

4) **Municipals –** Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.

5) **Agency Mortgage Backed Securities** – Mortgaged-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMO's) and REMICs.

6) Asset-Backed Securities – Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.

7) **Non-Negotiable Certificate of Deposit and Savings Accounts -** Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

8) **Commercial Paper –** U.S. dollar denominated commercial paper issued or guaranteed by a domestic or foreign corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.

9) **Bankers' Acceptances -** Bankers' acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.

10) **Repurchase Agreements -** Repurchase agreements (Repo or RP) that meet the following requirements:
    a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
    b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
    c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form.

Securities must be held in the County's custodial account or in a separate account in the name of the County.

d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.

e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.

f. Final term of the agreement must be 1 year or less.

11) **Money Market Funds -** Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7. A thorough investigation of any money market fund is required prior to investing, and on an annual basis. A current prospectus must be obtained.

12) **Local Government Investment Pools –** State, local government or privately-sponsored investment pools that are authorized pursuant to state law, including the Florida Local Government Surplus Trust Fund ("Florida Prime"). A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. A current prospectus must be obtained.

General Investment and Portfolio Limits

1. General investment limitations:
    a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
    b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization ("NRSRO"), unless otherwise specified.
    c. All limits and rating requirements apply at time of purchase.
    d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Clerk.
    e. The maximum maturity of any investment is 5.50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.
2. General portfolio limitations:
    a. The maximum effective duration of the aggregate portfolio is 3 years.
    b. Maximum exposure to issuers in any non-U.S. country cannot exceed 10 percent per country.
3. Investment in the following are permitted, provided they meet all other policy requirements:
    a. Callable, step-up callable, called, pre-refunded, putable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
    b. Variable-rate and floating-rate securities
    c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
    d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
    e. Treasury TIPS

4. The following are **NOT PERMITTED** investments, unless specifically authorized by statute and with prior approval of the governing body**:**
    a. Trading for speculation
    b. Derivatives (other than callables and traditional floating or variable-rate instruments)
    c. Mortgage-backed interest-only structures (I/Os)
    d. Inverse or leveraged floating-rate and variable-rate instruments
    e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
    f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
    g. Convertible, high yield, and non-U.S. dollar denominated debt
    h. Short sales
    i. Use of leverage
    j. Futures and options
    k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
    l. Equities, commodities, currencies and hard assets

XIII. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the County will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the County to measure its returns against other investors in the same markets.

A. The short-term investment portfolio shall be evaluated in comparison with the weighted average return (net book value rate of return) of the Standard & Poor's Local Government Investment Pool All 30 Day rate (LGIP30D). The Standard & Poor's LGIP30D represents Government Investment Pools that maintain a stable net asset value of $1 per share with an average maturity of 30 days and is rated in Standard & Poor's two highest money market fund rating categories: "AAAm" and "AAm."

B. The long-term investment portfolio shall be designed with the annual objective of achieving a comparable return to the Bank of America Merrill Lynch 1-5 Year Treasury Index or an appropriate index. The appropriate index will have a duration and asset mix that approximates the portfolio and will be utilized as a benchmark to be compared to the portfolio's total rate of return.

XIV. REPORTING

A. Monthly, the Clerk shall prepare a list of the investments held in the portfolio. The distribution of this monthly report shall be to the County Commissioners, County Administrator, Budget Director, and any other interested parties. The specific information in the report will include, but not be limited to, the following:

    A. Name of security
    B. Market value of security
    C. Actual portfolio diversification percentages
    D. Actual dealer or financial institution participation percentages

Annually, the certified public accountants conducting the audit of the County pursuant to Florida Statute 11.45 shall report, as part of the audit, whether or not the County has complied with Florida Statute 218.415.

XV. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchase by, and all collateral obtained by the County should be properly designated as an asset of the County. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Clerk and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

Monthly, the custodian shall provide the Clerk or designee with detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Only after receiving written authorization from the Clerk or designee shall authorized securities be delivered "free". Securities held as collateral shall be held free and clear of any liens.

XVI. RESERVATION OF AUTHORITY

The authority to issue and/or revise this policy is reserved for the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
As adopted by the Board on January 21, 2010;
and Amended May 3, 2018

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-14016 **Clerk & Comptroller's Report 11. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 05/03/2018
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 Attorney-Client Session held April 12, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held April 12, 2018;

C. Accept, for filing with the Board's Minutes the Agenda Work Session held April 17, 2018;

D. Approve the Minutes of the Regular Board Meeting held April 17, 2018;

E. Approve the Minutes of the Attorney-Client Session held April 26, 2018; and

F. Approve the Minutes of the Special Board Meeting held April 26, 2018.

Attachments

20180412 Attorney-Client Session
20180412 CW Workshop
20180417 Agenda Work Session Report
20180417 Regular BCC Meeting Minutes
20180426-1 Attorney-Client Session Minutes
20180426-2 Special BCC Meeting Minutes

ATTORNEY-CLIENT SESSION MINUTES – Continued

AGENDA NUMBER – Continued

3. Continued…

   Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving to continue mediation with the Sheriff.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Attorney-Client Session of the Board of County Commissioners adjourned at 9:07 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: May 3, 2018

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE BOARD OF COUNTY COMMISSIONERS
HELD APRIL 12, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:11 a.m. – 11:42 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
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

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

2. Was the Meeting Properly Advertised?

   The C/W was advised by Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office, that the Meeting was advertised in the Pensacola News Journal on April 7, 2018, in the Board's weekly meeting schedule.

AGENDA NUMBER – Continued

3. Update on the VT MAE Project and the City's Triumph Application for the MRO Expansion Project

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *VT MAE MRO Hangar Project at Pensacola International Airport-Update*, presented by David Penzone, and the C/W:

(1) Was advised by Mr. Penzone that:

(a) The hangar was substantially completed on time and on budget as of April 1, 2018, with a total cost of $46 million;

(b) There will be 400 jobs, with an average annual salary of at least $41,000 per year, plus benefits, and VT MAE is holding a job fair at the Naval Air Station on April 20, 2018, beginning at 2:00 p.m.;

(c) City and County contributions totaled $8 million ($20,000 per job);

(d) The grand opening and ribbon cutting ceremony will be held June 8, 2018;

(e) The next phase of the MRO development at the Pensacola International Airport is the creation of an MRO Aviation Campus, which will include three additional hangars, an administrative office building, and a shops and warehouse building, which will generate an additional real property rent of approximately $1 million per year and 1,325 (+) direct new jobs, with an average annual salary of $44,461, plus benefits, and 3,400 indirect new jobs;

(f) $280,000 of a $1,860,510 Florida Job Growth Fund Grant has been received for aviation training facilities at George Stone and Booker T. Washington High School, as well as $392,014 of a $2,690,056 TRIUMPH grant that was applied for;

(Continued on Page 3)

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(1) Continued…

(g) Funding status is as follows:

1) Committed funding:

- Governor's job growth fund – $4 million
- Florida Legislature – $3 million
- Florida Department of Transportation – $25 million
- VT MAE – $35 million

2) Additional funding requests in process:

- Triumph - $130 million over four years (Triumph action anticipated in summer 2018)
- Federal funds – $17.5 million
- Local – $10-$15 million needed to complete funding ($7,500 to $11,300 per job)

(h) The next steps are to:

- Finalize and submit updated Triumph grant application
- Finalize commitments and terms with funding partner (Triumph, Federal, State, City, and County)
- Finalize master lease agreement with VT MAE
- Start design and engineering toward bidding process for Hangar 2

(2) Heard the request from Commissioner May for the number of local hires; and

B. Board Direction – None.

AGENDA NUMBER – Continued

4. Mid-Town Commerce Park Request for Letters of Interest

A. Board Discussion – The C/W:

(1) Viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *UWF Engagement with Mid-Town Commerce Park Planning Process, Spring 2018 Progress Update*, presented by Adam Kohl, Isaac Gonzalez, and Bailey Brynjolfsson;

(2) Was advised by Ms. Brynjolfsson that the UWF student group's recommendation for the site is an eco-industrial park because it would be innovative, environmentally friendly, and income-producing;

(3) Heard comments from Commissioner May in support of a master plan for the entire area, which includes the Mid-Town Commerce Park;

(4) Heard comments from Commissioner Barry in support of including all three parcels located west of Palafox (in the area called the Clarinda Triangle), in the Request for Letters of Interest (RLI) for a master developer; and

(5) Heard the request from Commissioner Bergosh that Assistant County Administrator Amy Lovoy provide the specifics of the proposed RLI to each Commissioner and bring an update/recommendation to the Board at a later date; and

B. Board Direction – None.

Speaker(s):

Dr. Kwame Owusu-Daaku

AGENDA NUMBER – Continued

5. Progress Update on the New Correctional Facility

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *New Escambia County Correctional Facility, Progress update*, presented by Roland Koomen, Bay Design; Bob Dye, Risk Manager/Interim Director of Facilities; and Erica Floyd, Gulf Civil Engineering, LLC, and the C/W was advised that:

(1) The schematic design review meetings were conducted March 28 and 29, 2018;

(2) DRC (Development Review Committee) approval is contingent on the final decision of the Emerald Coast Utilities Authority concerning a sewer line and easement located between the existing jail and the McDonald property;

(3) A construction fence has been installed around the perimeter of the site and the job sign has been installed facing Pace Boulevard;

(4) The beginning of the test piles are set begin to on the April 23, 2018, and a total of three will be installed and monitored by GEO tech engineer, LMJ;

(5) Construction mobilization is pending DRC approval (a partial land development order was received yesterday, which would allow for removal of trees and brush, and placement of construction trailers);

(6) Upcoming activities include:

- Commissioner Authority and Threshold Inspector recommendations to be reviewed by the Board for approval on April 17, 2018
- Design development and structural permit submittals are scheduled for April 27, 2018
- Groundbreaking ceremony will be scheduled following mobilization
- Site/Civil design review meeting is scheduled for April 17, 2018
- Site/Civil design approval is scheduled for April 28, 2018

B. Board Direction – None.

AGENDA NUMBER – Continued

6. Civicon (Civic Conversations)

   A. Board Discussion – The C/W engaged in conversation with Quint Studer, founder of the Studer Community Institute, concerning CivicCon, which is a series of public town hall meetings and workshops with leading experts who share their expertise on what it takes to build strong communities, and heard comments from Mr. Studer concerning empowering local communities through civic conversations, and encouraging participation by the Elected Officials to serve as faculty at future CivicCon events to assist in civic engagement with the citizens of Escambia County; and

   B. Board Direction – None.

   Speaker(s):

   Lisa Nellessen Savage

7. Update Pensacola Showcase

   This agenda item was dropped for discussion at a later date.

8. Pensacola Beach Bathrooms

   This agenda item was briefly discussed, then dropped for discussion at a later date.

   Speaker(s):

   Thomas Campanella

9. Local Mitigation Strategy (LMS) Update

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Local Mitigation Strategy (LMS) Update*, presented by Tim Day, Environmental Programs Manager; and

   B. Board Direction – None.

   (COMMISSIONER UNDERHILL WAS ABSENT DURING DISCUSSION OF THIS ITEM)

AGENDA NUMBER – Continued

10. Code Enforcement Ordinance Conceptual Discussion

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Environmental Code Enforcement Concepts for Proposed Ordinance Revisions*, presented by Tim Day, Environmental Programs Manager, and the C/W:

(1) Heard the request from Mr. Day for Board direction concerning the following items:

(a) "Unsafe Building" enforcement – separating violations currently in Unsafe Building Abatement (Chapter 30 of the Escambia County Code of Ordinances) into the following two groups:

- Conditions of Blight – the conditions of blight provisions would be placed in Chapter 42 and enforced by Environmental Code Enforcement
- Unsafe Buildings/ADA/Building Code Violations – the unsafe buildings/ADA/Building Code violations would be placed in an Ordinance to be enforced by the Building Services Department

(b) Violations; Interest on Liens:

- Definition of violator clarified to include property owner where appropriate/applicable, notwithstanding violation cause by non-owner party in possession
- Provide for interest to accrue on all Code Enforcement (CE) liens (MSBUs excluded); currently, interest accrues only on nuisance abatement liens
  - o Interest at 6% per annum accrues on per diem-based CE fines until the total amount due (principal and interest) to satisfy lien exceeds total assessed value of property (per Property Appraiser), or the County initiates lien foreclosure action
- When property is brought into compliance, interest continues to accrue at 6%, but only on total amount of fine as of the date compliance is achieved

(Continued on Page 8)

AGENDA NUMBER – Continued

10. Continued…

A. Continued…

(1) Continued…

(c) Special Magistrate Powers – Consider delegating to the Special Magistrate the authority to waive or reduce all liens (excluding hard costs, not delegated to the County Administrator);

(d) Summary Abatement – Procedures – Does the Board desire to establish a threshold for use of MSBUs due to the financial impact of abatement costs on tax bills (e.g., limit use of MSBUs to abatement cost of $1,500 or less); and if MSBU is capped, does the Board desire to remove the cap in certain cases, such as for properties with existing Code Enforcement liens?;

(e) Inoperable vehicles – Does the Board desire to retain current exception for parcels larger than 3 acres north of Ten Mile Road; and, if so, does the Board desire to limit the number of inoperable vehicles within this exception (per parcel or per acre)?; and

(2) Agreed to drop this item for further discussion at the May C/W Workshop; and

B. Board Direction – None.

(COMMISSIONER UNDERHILL WAS ABSENT DURING DISCUSSION OF THIS ITEM)

AGENDA NUMBER – Continued

11. Temporary Concrete Crushing Permit

A. Board Discussion – The C/W:

(1) Heard a review from Assistant County Administrator Amy Lovoy of the following recommendations concerning setbacks and a sunset period:

- Applicants will have 6 months from the effective date of the Ordinance to request permits for a period of 14 operational days
- The County Administrator, or his designee, will have the ability to grant 14-day extensions until the end of the 6-month period, based upon compliance with all County requirements and regulations, and demonstration of a good faith effort to reduce the stockpile
- Permits will require a 100' setback from the nearest residential use

(2) Agreed that a request for a setback of less than 250' would come before the Board for approval;

(3) Heard a review from Pat Johnson, Director of Waste Services, of the following recommendations concerning incentives for concrete crushing at Perdido Landfill:

- Utilize County permitting to inform demo permit applicants that disposal of clean demo concrete is free at the Perdido Landfill
- Upon acceptance of 4,500 tons, commercial deliveries would be evaluated to prevent storage concerns
- At the end of a 12-month trial period, compare tonnage received with historical annual tonnage received and recommend adjustments or take no action

B. Board Direction – None.

(COMMISSIONER UNDERHILL WAS ABSENT DURING DISCUSSION OF THIS ITEM)

AGENDA NUMBER – Continued

12. Escambia County Area Transit (ECAT) Route Modifications

A. Board Discussion – The C/W:

(1) Discussed the following proposed Phase 2 ECAT route modifications, as identified in the Comprehensive Operational Analysis Plan and recommended by staff:

Route	Description
41 – East Pensacola Heights	Eliminate Route
57 – NAS/Corry/Downtown	Eliminate Saturday service; eliminate service beyond Corry Station main entrance gate; eliminate service to Corry Recreation & Bowling Center; and add service to Peachtree Commons Apartments
59A – NAS/Airport	Eliminate Route
59X – NAS/Cordova	Eliminate Monday-Thursday service
61 – Pensacola Beach	Eliminate Saturday service
64 – Beach Jumper	Eliminate Friday service

(2) Was advised by Commissioner Robinson that he needs time for a further analysis of Route 41; and

(3) Heard Commissioner May recommend that staff hold public outreach meetings for those who will be adversely affected by the proposed route modifications; and

B. Board Direction – None.

(COMMISSIONER UNDERHILL WAS ABSENT DURING DISCUSSION OF THIS ITEM)

13. Forest Creek Apartments

This agenda item was dropped for discussion at a later date.

14. Adjourn

Chairman Barry declared the C/W Workshop adjourned at 11:42 a.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD APRIL 17, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:18 a.m. – 11:31 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
Jack R. Brown, County Administrator
Charlie Peppler, Deputy County Attorney
Codey Leigh, Director of Court Services, Clerk and Comptroller's Office
Susan A. Woolf, General Counsel, Clerk and Comptroller's Office
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the April 17, 2018, Regular Board Meeting was reviewed as follows:

   A. Chairman Bergosh and Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda and Charlie Guyton, Attorney for the City of Pensacola, and Matt Dannheisser, Century Town Attorney, spoke regarding the 5:31 p.m. Public Hearing;

   B. Codey Leigh, Director of Court Services, Clerk and Comptroller's Office, reviewed the Clerk's Report;

   C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report and David McPherson spoke regarding Item I-9; and

   E. Commissioner Underhill reviewed his add-on item.

MINUTES OF THE PUBLIC FORUM WORK SESSION AND REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD APRIL 17, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:30 p.m. – 7:38 p.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
(Regular Board Meeting Only)
Susan Woolf, General Counsel, Clerk and Comptroller's Office
(Regular Board Meeting Only)
Jack R. Brown, County Administrator
Charlie Peppler, Deputy County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

PUBLIC FORUM WORK SESSION

Chairman Bergosh called the Public Forum Work Session to order at 4:30 p.m.

1. FOR INFORMATION: The Board heard comments from Ernest Stanberry, Jr., regarding issues with his property in Ensley.

2. FOR INFORMATION: The Board heard comments from Dr. Gloria Horning concerning the passing of Gary Sansing and a request to re-name Public Forum in his honor.

3. FOR INFORMATION: The Board heard comments from the following individuals concerning the re-instatement of payments to outside agencies:

   Walter B. Watson Jr.
   Laura Gilliam

4. FOR INFORMATION: The Board heard comments from the following individuals regarding an Ordinance allowing the sale of liquor within a specified number of feet from churches, schools, and residences:

   Pastor Bill Adams
   Robert Love

PUBLIC FORUM WORK SESSION - Continued

5. FOR INFORMATION: The Board heard comments from the following individuals concerning public comments made by Commissioner Underhill:

   Melissa Pino
   Randy Thompson

6. FOR INFORMATION: The Board heard comments from the following individuals concerning the privatization of Pensacola Beach:

   Lorrie Newman
   Dianne Krumel

7. FOR INFORMATION: The Board heard comments from Angie Dement regarding the privatization of Pensacola Beach and public comments made by Commissioner Underhill.

8. FOR INFORMATION: The Board heard comments from Michelle Tinker regarding the Escambia County 4-H Leadership Club.

9. FOR INFORMATION: The Board heard comments from Larry Downs, Jr., concerning Randy Thompson's comments about public statements made by Commissioner Underhill.

5:46 P.M. – PUBLIC FORUM ADJOURNED
6:01 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 6:01 p.m.

2. Invocation

   Pastor Guyton Montgomery with Church of Christ @ Milestone delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Underhill led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

4. Adoption of the Agenda

   Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, adopting the agenda as prepared and duly amended.

5. Commissioner's Forum:

   A. District 4 – Commissioner Robinson sent thoughts and prayers to the family of Gary Sansing on his passing and discussed re-naming Public Forum in his honor;

   B. District 5 – Commissioner Barry sent thoughts and prayers to the families of Gary Sansing and County employee Delton Boswell on their passing;

   C. District 3 – Commissioner May sent thoughts and prayers to the families of Henrietta Montgomery and County employee Delton Boswell on their passing; and

   D. District 1 – Commissioner Bergosh sent his condolences to the families of Gary Sansing and County employee Delton Boswell on their passing and sent congratulations to Visit Pensacola on the Tall Ships event.

6. Presentation

   Commissioner May presented a plaque to Alvin Wingate for his service as Commissioner May's appointee on the Escambia County Planning Board from September 18, 2003, through February 15, 2017.

   Speaker(s):

   Alvin Wingate

REGULAR BCC AGENDA – Continued

7. Proclamations

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, taking the following action regarding Proclamations:

A. Adopting the Proclamation proclaiming May 2018 as “International Internal Audit Awareness Month” in Escambia County, extending greetings and best wishes to all observing International Internal Audit Awareness Month, and inviting the citizens of Escambia County to join in recognizing professional internal auditors for their contribution;

B. Adopting the Proclamation expressing a deep sense of gratitude and sincere and heartfelt appreciation to Dr. L. Edmond Gray, his son Leo Gray, and the entire Gray family for their many years of Christian service to this community and the many lives that were saved through their efforts;

C. Adopting the Proclamation honoring and commending the Scottish Rite Masons, Valley of Pensacola, for their leadership, dedication, and service to the community;

D. Adopting the Proclamation proclaiming May 1, 2018, as Law Day in Escambia County, Florida, “Separation of Powers: Framework for Freedom,” and urging the citizens, schools, businesses, and media of Escambia County, Florida, to use this occasion to preserve and strengthen the rule of law;

E. Ratifying the Proclamation dated April 5, 2018, commending and congratulating Mrs. Tamyra S. Jarvis on her retirement, effective Friday, April 6, 2018, and expressing the Board's appreciation to Mrs. Jarvis for her faithful and dedicated service as a County employee; and

F. Ratifying the Proclamation dated April 5, 2018, proclaiming April 9-13, 2018, as “Boys & Girls Club Week,” and encouraging all citizens to join in recognizing and commending Boys & Girls Clubs in Florida for providing the young people of our communities with comprehensive and effective youth development services.

Speaker(s):

Mike Doubek

REGULAR BCC AGENDA – Continued

8. Years of Service Recognition

   Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, recognizing, with a pin and certificate, Terry Dennis Rigby, Fleet Maintenance Supervisor, for his dedication in 30 years of service to Escambia County.

9. Proof of Publication

   Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner May temporarily out of Board Chambers, waiving the reading of the legal advertisement(s) and accepting, 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:

   A. The following two Public Hearings on the agenda:

      (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 7, 2018, for consideration of adopting a new Natural Gas Franchise Ordinance for the Town of Century, Florida; and

      (2) The 5:32 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 12, 2018, for consideration of the Fiscal Year 2018 Proposed Grant Application for Mass Transit Projects; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule April 16, 2018 - April 20, 2018,* as published in the *Pensacola News Journal* on April 14, 2018.

10. 5:31 p.m. Public Hearing

    Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-1, with Commissioner Robinson voting "no," adopting a new Natural Gas Franchise Ordinance [Number 2018-19] for the Town of Century, Florida, as amended to change the acceptance period to 120 days.

    Speaker(s):

    Charlie Guyton
    Matt Dannheisser
    Larry Downs, Jr.

REGULAR BCC AGENDA – Continued

11. 5:32 p.m. Public Hearing

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Fiscal Year 2018 Grant Application for Federal Transit Administration (FTA) Section 5307 Funds for operating and capital expenses (Budgetary Impact: the Grant Application is for a total of $1,618,179; operating assistance of $800,000 requires a local 50% match of $800,000; operating assistance will be reimbursed at 50% up to the allowed maximum of $800,000; the local match is included in the Fiscal Year 2018 Budget; preventive maintenance, ADA Paratransit Service, and Baldwin County funds require a 20% local match of $204,545, which will be covered by Florida Toll Revenue Credits):

A. Conducting the Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department for $1,618,179 in Federal Assistance for Operating and Capital expenses;

B. Approving the Grant Application after receiving comments at the Public Hearing;

C. Adopting the Resolution [R2018-36] authorizing the Chairman and/or County Administrator to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and

D. Authorizing the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

Speaker(s) – None.

CLERK & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. CONSENT AGENDA

1&2. Approval of Two Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 and 2, as follows:

1. Accepting, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

   A. A copy of the fully executed Agreement of Resignation, Appointment and Acceptance, in connection with certain bonds issued on behalf of Gulf Power, approved by the Board on December 8, 2016;

   B. The Cancellation of Lien recorded in Official Records Book 7879, Page 1699, cancelling the Escambia County Redevelopment Agency Lien Agreement approved by the Board on February 16, 2017, recorded in Official Records Book 7685, Pages 764-765, for property located at 226 Sunset Avenue, owned by Martha Nelson;

   C. The Cancellation of Lien recorded in Official Records Book 7879, Page 1700, cancelling the Escambia County Redevelopment Agency Lien Agreement approved by the Board on February 16, 2017, recorded in Official Records Book 7688, Pages 934-935, for property located at 1208 Wilson Avenue, owned by Carolee A. Coleman; and

   D. Closing documents for sale of surplus property located at 16605 North Shore Cove to Irene and Jordan Robertson, and for property located at 16411 North Shore Court to McDaniel Property Investments, LLC, based on the Board's action of May 4, 2017, approving the sale of 21 parcels of the Board's real property located on Innerarity Island.

2. Taking the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

   A. Approving the Minutes of the Escambia County Area Transit Authority Organizational Meeting held April 5, 2018;

   B. Accepting, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 5, 2018; and

   C. Approving the Minutes of the Regular Board Meeting held April 5, 2018.

GROWTH MANAGEMENT REPORT – Horace Jones, Director, Development Services Department

I. ACTION ITEM

1. Re-appointment to the Escambia County Planning Board

   Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 3-0, with Commissioner Barry and Commissioner May abstaining [and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers], waiving the Board's Policy, Section I, Part B.1, D, Appointment Policy and Procedures, and re-appointing Reid Rushing, effective April 17, 2018, through April 18, 2020, to a two-year, at-large re-appointment to the Escambia County Planning Board.

2. Re-appointment to the Escambia County Board of Adjustment

   Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, waiving the Board's Policy, Section I, Part B.1, D, Appointment Policy and Procedures, and re-appointing Bill Stromquist, effective April 17, 2018, through April 18, 2020, to a two-year, at-large re-appointment to the Escambia County Board of Adjustment.

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-12. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 12, as follows, with the exception of Items 2, 8, 9, and 10 which were held for separate votes, and as amended to drop Item 7 and amend Item 11 to "forward the approved document to all other sister jurisdictions in the TPO [Transportation Planning Organization] for their support":

1. Ratifying the April 17, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), authorizing the scheduling and advertising of a Public Hearing for Thursday, May 17, 2018, at 5:33 p.m., for consideration of adopting a Resolution of the Board of County Commissioners of Escambia County, Florida, Pursuant to Part III, Chapter 163, Florida Statutes, amending the Atwood Redevelopment Area Plan as to boundaries only; providing for authority; providing for findings and determinations; providing for severability; providing for an effective date.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA - Continued

1-12. Approval of Various Consent Agenda Items - Continued

2. See Page 11.

3. Approving the seven Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated; the items are to be auctioned as surplus or disposed of properly.

4. Accepting, for information, the Public Disclosure of Interest Form, provided by DSLD Homes (Florida), LLC, the owner of the two parcels acquired within Kingston Place Subdivision for intersection improvements.

5. Taking the following action concerning a letter to the Florida Department of Transportation (FDOT) requesting street lighting & joint funding of a traffic feasibility study with City of Pensacola on State Road 10A (U.S. 90) West Cervantes Street/Mobile Highway (Funding: LOST [Local Option Sales Tax] IV, Public Works Transportation Fund - $250,000; Public Works Staff planned to request the funds in LOST IV - 2019, so if approved, the funds would be advanced to 2018):

   A. Authorizing the Chairman to sign a letter to the Florida Department of Transportation requesting that street lighting be installed immediately along State Road (SR) 10A (U.S. 90) West Cervantes Street/Mobile Highway, from east of "W" Street to Lynch Street; and

   B. Approving joint funding a traffic feasibility study along the West Cervantes Street/Mobile Highway corridor, from "A" Street to Dominquez Street, with the City of Pensacola, to be managed by FDOT, and allocate funding from Local Option Sales Tax IV for the study.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA - Continued

1-12. Approval of Various Consent Agenda Items - Continued

6. Taking the following action concerning the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant Modification Number 2:

   A. Approving the Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County, to modify the Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant Program, authorizing cost increases to the non-federal share that will be paid directly by the Grant Recipient; and

   B. Authorizing the Chairman to sign the Agreement.

7. Dropping the recommendation that the Board take the following action regarding the acquisition of hazmat fire equipment from Ocean City-Wright Fire Control District and Okaloosa County Fire Rescue:

   A. Authorize the transfer of the hazmat equipment listed on the State of Florida Property Action Form, to be transferred to Escambia County Fire Rescue; and

   B. Authorize Mike D. Weaver, Escambia County Public Safety Director, to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property, without further action of the Board.

   WARNING: This Property Action Form includes a hold harmless and indemnification provision. The County Attorney advises against agreeing to these provisions because they may require the County to pay for damages, injuries, and expenses that the County is not otherwise legally obligated to pay.

8. See Page 12.

9. See Page 12.

10. See Page 13.

11. Approving the submittal of the U.S. 29 Connector – Beulah Interchange Joint Projects Triumph application to the Triumph Board, as amended to “forward the approved document to all other sister jurisdictions in the TPO [Transportation Planning Organization] for their support.”

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items - Continued

12. Taking the following action concerning a Memorandum of Understanding between Re-Entry Alliance Pensacola, Inc., a Florida not-for-profit corporation, and Escambia County, Florida (Funding: the partnership formalized by this Agreement will not result in additional costs to Escambia County, Florida):

A. Approving the Memorandum of Understanding between Re-Entry Alliance Pensacola, Inc., a Florida not-for-profit corporation, and Escambia County, Florida, that outlines the terms whereby both parties may work collaboratively on activities to accomplish their respective missions; and

B. Authorizing the Chairman to execute the Agreement.

2. Agreement for Subordination of Mortgage

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 4-0, with Commissioner May abstaining [and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers], taking the following action concerning the Agreement for Subordination of Mortgage between Escambia County, Florida, Community Loan Fund, and Community Enterprise Investments, Inc., F/K/A Community Equity Investments, Inc., for the Caminitti Place Rental Project (Funding: not applicable):

A. Approving the Agreement for Subordination of Mortgage, subject to Legal review and approval, for the HOME Investments Partnership Program (HOME)-assisted Caminitti Place Rental Project, owned by Community Enterprise Investments, Inc. (CEII); and

B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents required to complete the Subordination Agreement, including any actions that may be required of the County Attorney’s Office.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Adoption of a Resolution

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, adopting the Resolution [R2018-37] approving the plan of finance therein described and the issuance and sale of not-exceeding $6,600,000 Multi-family Housing Revenue Bonds (the “Bonds”) by the Escambia County Housing Finance Authority (the “Authority”), to be used to finance or refinance the Affordable Housing Project located in Taylor County, Florida.

Speaker(s):

Patricia Lott

9. Triumph Applications

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving to drop the application for the Downtown Sports Complex and Events Venue, submitted by Escambia County and Pensacola Arena Development Partners [Item A of the recommendation on the agenda].

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, acknowledging submittal and reaffirming support for the following Triumph Applications [Items B and C of the recommendation on the agenda], to the Triumph Gulf Coast Board (Note: the complete applications can be found at the MyFloridaTriumph.com website):

A. Diversifying the Economy via Sector Workforce Development, submitted by the Escambia County School Board; and

B. Innovation Network Project at Downtown Technology Park, submitted by the University of West Florida.

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 4-1, with Commissioner Underhill voting "no," acknowledging submittal and reaffirming support for the Triumph Application Commercial Aircraft Maintenance Campus, submitted by the City of Pensacola, to the Triumph Gulf Coast Board [Item D of the recommendation on the agenda] (Note: the complete application can be found at the MyFloridaTriumph.com website).

(Continued on Page 13)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. Continued…

Speaker(s):

David Penzone

10. Unlawful Harassment Policy

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action concerning the Unlawful Harassment Policy:

A. Amending the Equal Opportunity Plan Policy, Section II, Part C.8, adopted August 21, 2008, to delete Section IV. B., Unlawful Harassment Policy and Complaint Form; and

B. Adopting the new Unlawful Harassment Policy.

II. BUDGET/FINANCE CONSENT AGENDA

1-14. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 14, as follows, with the exception of Item 9, which was held for a separate vote, as amended to drop Item 13:

1. Ratifying the following April 17, 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 eight Residential Rehab Grant Program Funding and Lien Agreements:

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items - Continued

1. Continued…

A. Continued…

(1) The Agreements between Escambia County CRA and Dixie N. Shedd, owner of residential property located at 1317 Poppy Avenue, Barrancas Redevelopment District, each in the amount of $2,250, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

(2) The Agreements between Escambia County CRA and Bama Boyz Properties 17, LLC, owners of residential property located at 1200 Old Corry Field Road, 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 upgrade;

(3) The Agreements between Escambia County CRA and Timothy C. Hines, Trustee for Timothy C. Hines Revocable Living Trust, owner of residential property located at 1216 Poppy Avenue, Barrancas Redevelopment District, each in the amount of $2,675, 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 Sheri Kennedy, owner of residential property located at 203 Bryant Road, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connection and replace roof;

(5) The Agreements between Escambia County CRA and Dovie S. Soloe, owner of residential property located at 725 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,425 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof and electrical rewiring;

(Continued on Page 15)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items - Continued

1. Continued…

A. Continued…

(6) The Agreements between Escambia County CRA and Samantha G. Taylor, owner of residential property located at 535 South First Street, Warrington Redevelopment District, each in the amount of $5,720, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for total electrical rewiring upgrade and replace roof;

(7) The Agreements between Escambia County CRA and Debra A. Lee, owner of residential property located at 1018 Polk Avenue, Warrington Redevelopment District, each in the amount of $2,739, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

(8) The Agreements between Escambia County CRA and Eulaine Adams, owner of residential property located at 3402 West Hernandez Street, Englewood Redevelopment District, each in the amount of $2,470, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, to replace roof; and

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items - Continued

2. Ratifying the following April 17, 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 three Residential Rehab Grant Program Liens, as the Grant recipients have met their one year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Don T. Clark, Rosalind J. Clark, and Theta L. Fisher	601 Southeast Baublits Drive	$3,450
Eraena A. McKenzie and Irene M. Easterday	2105 Grundy Street	$5,525
Nhung Hong Vo	1105 Grandview Street	$3,680

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

3. Ratifying the following April 17, 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 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
The Greater Pensacola Junior Golf Association, Inc.	3924 Navy Boulevard	$2,102

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items - Continued

4. Authorizing a six month extension to Agreement PD 14-15.040 (Dredging of Lafitte Cove Canal) between Escambia County and Coastal Reef Builders, Inc., to allow for appropriate dredging permit renewals; Kenneth D. Minnick, President of Coastal Reef Builders, Inc., has agreed to waive the 60-day extension notification (Funding: Fund 175, Transportation Trust, Cost Center 211602, Object Code 54601; Santa Rosa Island Authority provides the funding annually [$65,000] to Escambia County to manage the dredging activities).

5. Taking the following action concerning the Fiscal Year 2017/2018 Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

   A. Approving allocating the remaining available balances in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $1,119,845, and from Cost Center 360105, in the amount of $958,145, for a combined total of $2,077,990;

   B. Approving the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $2,077,990, for a total allocation of $8,339,438, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit “A,” as follows:

      Direct programming: Expenses of ~~$4,490,611.00~~ $6,118,601 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items - Continued

5. Continued…

B. Continued…

Operations: Expenses of ~~$608,558.00~~ $708,558 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA).

Personnel: Expenses of ~~$1,162,279.00~~ $1,512,279 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA).

C. Authorizing the Chairman to sign the Amendment and all other necessary documents; and

D. Authorizing the execution of the necessary Change Order.

6. Taking the following action concerning the surplus and sale of County-owned real property located at 603 Coulter Avenue, shown below:

A. Authorizing the County Attorney's Office to take such necessary actions to evict the occupants of the County-owned property, if occupied;

B. Declaring surplus the Board's real property located at 603 Coulter Avenue, located in District 5, Account Number: 11-3109-000, Reference Number: 10-1N-31-4101-020-018; the Property Appraiser's current assessed value is $12,825;

C. Authorizing 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; it has been determined that the County does not have a need for this property; and

D. Authorizing the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items - Continued

7. Taking the following action concerning the surplus and sale of County-owned real property located at 4700 Block Richardson Road, shown below:

   A. Authorizing the County Attorney's Office to take such necessary actions to evict the occupants of the County-owned property, if occupied;

   B. Declaring surplus the Board's real property located at 4700 Block Richardson Road, located in District 5, Account Number: 12-0309-335, Reference Number: 14-2N-31-4006-000-009; the Property Appraiser's current assessed value is $11,400;

   C. Authorizing 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; it has been determined that the County does not have a need for this property; and

   D. Authorizing the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

8. Taking the following action concerning Supplemental Budget Amendment #082:

   A. Adopting the Resolution [R2018-38] approving Supplemental Budget Amendment #082, General Fund (001) and Gulf Coast Restoration Fund (118), in the amount of $2,111,055, to recognize proceeds from the U.S. Department of the Treasury, and to appropriate these funds for three RESTORE Direct Component (Pot 1) Grant Projects; and

   B. Establishing the following positions to perform duties associated with the development and implementation of the RESTORE Direct Component (Pot 1) Grant Projects; these positions are an Accountant (General Fund) and an Environmental Project Coordinator (RESTORE Fund); this Award also includes 25% funding for the County's RESTORE Program Manager; these two requested positions are funded by the RESTORE Project Funds.

(Continued on Page 20)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items - Continued

8. Continued…

Development and implementation of the Plan will occur internally with County staff, including the existing Grant-funded RESTORE Program Manager in which 25% of the salary will be funded from this Grant. This Award also includes funding for an Accountant ($63,660, which includes fringe benefits) which will come from the allowable 10% Indirect Costs. An Environmental Project Coordinator position ($61,092, which includes fringe benefits) will be funded from the three projects.

9. See Page 21.

10. Accepting the RESTORE Direct Component (Pot 1) Grant Award from the U.S. Department of Treasury for Planning Assistance for the Hollice T. Williams Stormwater Park Project Grant Award No. 1 RDCGR080054-01-00, in the amount of $1,597,320 (Funding: Fund 118, Gulf Coast Restoration Fund; the cost center will be determined during the time of the Supplemental Budget Amendment).

11. Taking the following action concerning the Escambia County Summer Youth Employment Program (Funding source: Fund 001, General Fund, Cost Center 130201, Account Code 53401):

A. Approving the implementation of the Escambia County Summer Youth Employment Program to begin on May 28, 2018, through August 10, 2018, and the funding for Fiscal Year 2017-2018, in the amount of $312,310; and

B. Authorizing the issuance of all related Purchase Orders associated with Fiscal Year 2017-2018.

12. Approving $1,000 to be funded from Commissioner Steven Barry's discretionary funds, for the Reviving Baseball in Inner Cities (RBI) Program, and approving the voucher for this purpose (Funding: Fund 001, General Fund, Discretionary Money, Cost Center 110101, Object Code 58201).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items - Continued

13. Dropping the recommendation that the Board take the following action concerning default on the purchase of two County-owned real properties located at 13 Elegans Avenue (Account Number: 08-4039-000, Reference Number: 59-2S-30-1000-010-017) and 200 Block Seamarge Lane (Account Number: 08-4370-000, Reference Number: 59-2S-30-2700-003-038); both parcels are located in District 2:

    A. Declare James D. Homyak, the successful bidder of both parcels referenced above, to be in default of the terms of the Contracts between him and the County for the purchase of the County-owned parcels located at 13 Elegans Avenue and 200 Block Seamarge Lane for failure to close in the timeframe prescribed by the terms of the Contracts;

    B. Retain the deposits made by Mr. Homyak, in the amount of $1,282.50 for the parcel located at 13 Elegans Avenue, and $1,010 for the parcel located at 200 Block Seamarge Lane; and

    C. Authorize the parcels to be re-advertised for sale at another auction.

14. Approving, and authorizing the County Administrator to sign, the Agreement for Infection Control Services with Dr. Issa Ephtimios, in the amount of $8,200 per year (Funding Source: Fund 501, Cost Center 140834, Object Code 53101).

9. Budget Amendment # 079

    Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving Budget Amendment # 079, Library Operations, Library Fund (113), in the amount of $165,000 to cover the purchases of four replacement vans for Library operations and events; the purchase includes the four vans, graphic wraps, ADA-approved access trays, cargo barriers, trailer for mobile STEAM (Science, Technology, Engineering, Art, and Math) Lab with graphics, and two generators for mobile STEAM events; these funds have been approved by the West Florida Public Library Board of Governance (meeting date March 26, 2018) and will come from Fund 113 reserves (balance $2,825,762), as amended “with the inclusion of instructions to you [the Chairman] to direct a letter to your counterpart over at the School Superintendent that has more or less of the content that has been distributed on the dais.”

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Acceptance of the Donation of Real Property

   Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action concerning acceptance of the donation of a parcel of real property located in the 5600 Block of Scenic Highway (Funding: Fund 352, LOST [Local Option Sales Tax] III, Cost Center 220102, NESD Capital Projects, Project # 08NE0028):

   A. Authorizing staff to pursue acceptance of the donation of real property located in the 5600 Block of Scenic Highway; and

   B. Authorizing staff to complete the standard due diligence items associated with acceptance of real property and bring the executed deed back to the Board.

2. Hiring of the Medical Director for Escambia County Emergency Medical Services

   Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, confirming the hiring of Dr. Rayme Edler as the Medical Director for Escambia County Emergency Medical Services and the Corrections Department, with an annual salary of $190,000 per year, plus the same benefits other County employees receive, along with a County vehicle, effective May 7, 2018; this position is currently budgeted in the Fiscal Year 2017-2018 Budget and will replace Dr. Paul Henning, former Medical Director (Funding: Fund 408, Emergency Medical Services, Cost Center 330302, for 50% of the cost; and Fund 001, General Fund, Corrections Cost Center 290402, for 50% for the cost).

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. LET Funds

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving the following allocations of Law Enforcement Trust (LET) Funds per the requirements of Florida Statute 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2017/2018 (Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201):

A. Boys & Girls Clubs of the Emerald Coast, in the amount of $10,000; and

B. Kukua Institute Inc., in the amount of $12,500.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia County Clerk of the Circuit Court and Comptroller.

4. Agreement with H2Engineering, Inc.

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and H2Engineering, Inc., per the terms and conditions of PD 17-18.019, New Escambia County Corrections Facilities - Enhanced Commissioning, in the amount of $305,000 (Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408, Object Code 56201, Project # 14SH2728).

5. Agreement with Mott MacDonald Florida, LLC

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and Mott MacDonald [Florida], LLC, per the terms and conditions of PD 17-18.018, New Escambia County Corrections Facilities – Threshold Inspections, in the amount of $144,200 (Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408, Object Code 56201, Project #14SH2728).

Speaker(s):

Steve Jernigan

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

6. LET Funds

   Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving the allocation of $5,000 of Law Enforcement Trust (LET) Funds to Mr. Robbins' Neighborhood, 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).

7. Payments and Allocations to Outside Agencies

   Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-1, with Commissioner Underhill voting "no," approving to unfreeze funds in relation to remaining payments and allocations to Outside Agencies funded from the General Fund for Fiscal Year 2018.

8. Fourth Amendment to Release of Right of Entry

   Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 4-1, with Commissioner Underhill voting "no," approving, and authorizing the Chairman to sign, the Fourth Amendment to Release of Right of Entry pertaining to the OLF-X Project on behalf of Exxon Mobil Corporation by XTO Energy, Inc.

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Innerarity Island Water Bill

   Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the prorating of the base fee of the final Innerarity Island water bill (Funding: this will be a one-time reduction of $1,571.22 of the fees Gulf Breeze collects on behalf of the County for the final water service):

   A. Approving the proration of the base fee portion ($11.41) of the final Innerarity Island water bill; and

   B. Authorizing Gulf Breeze staff, on behalf of the County, to refund/credit each water service customer $7.74.

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 7:38 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: May 3, 2018

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE BOARD OF COUNTY COMMISSIONERS HELD APRIL 26, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(8:32 a.m. – 9:29 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 (Not present at Call to Order)
Commissioner Douglas B. Underhill, District 2
Amy Lovoy, Acting County Administrator
Charles V. Peppler, Deputy County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the Attorney-Client Session to order at 8:32 a.m.

2. Ratifying the Scheduling of an Attorney/Client Session

   Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson absent, ratifying the scheduling and noticing of the Attorney/Client Session for April 26, 2018, at 8:30 a.m.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD APRIL 26, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:30 a.m. – 9:38 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
Amy Lovoy, Acting County Administrator
Charles V. Peppler, Deputy County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

NOTICE CONCERNING THE APRIL 26, 2018, ATTORNEY-CLIENT SESSION

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving that the notice given for convening the Attorney-Client Session be amended and ratified to include that a public meeting was convened at 8:30 a.m. to announce that the County Attorney desires the advice of the Board concerning pending litigation of the Sheriff's Budget Appeal.

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the Special Board Meeting to order at 9:30 a.m.

2. Was the Meeting Properly Advertised?

   The Board was advised by DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office, that the meeting was advertised via media blast on April 23, 2018.

3. Commissioners' Forum – None.

AGENDA NUMBER – Continued

4. Adoption of the Agenda

   Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, adopting the agenda as prepared.

5. Approval of an Interlocal Agreement with the Escambia County Sheriff's Office

   Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, taking the following action concerning the Sheriff's budget appeal pending before the Administration Commission and styled as *Sheriff David Morgan vs. Escambia County,* Case No.: SBA 17-003:

   A. Approving the Interlocal Agreement with the Mediation Agreement attached as Exhibit "A";

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

   C. Directing the County Attorney's Office to effectuate the terms of the Interlocal Agreement through execution of any necessary legal instruments and to cooperate in the dismissal or withdrawal of the appeal pending before the Administration Commission.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Special Meeting of the Board of County Commissioners adjourned at 9:38 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: May 3, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14028 **Growth Management Report 11. 1.**
BCC Regular Meeting
Meeting Date: 05/03/2018
Issue: Review of Rezoning Case Heard by the Planning Board on April 3, 2018
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on April 3, 2018

That the Board take the following action concerning the rezoning case heard by the Planning Board on April 3, 2018:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2018-03 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	**Z-2018-03**
Address:	6 E. Hood Drive
Property Reference No.:	11-1S-30-1101-001-140
Property Size:	0.73 (+/-) acres
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) and MDR, Medium Density Residential district (10 du/acre)
To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Derek and Alicia Stone with Duncan Custom Gutter and Copper Craft, Inc, Owners
Planning Board Recommendation:	Approval
Speakers:	Derek Stone, Larry Downs, Jr.

BACKGROUND:

The above case was owner initiated and heard at the April 3, 2018, Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2018-03

Z-2018-03

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case # Z-2018-03
Applicant: Derek and Alicia Stone, Owners
Address: 6 E. Hood Drive
Property Size: 0.73 (+/-) acres

From: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) and MDR, Medium Density Residential district (10 du/acre)

To: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 3rd day of April 2018, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
ERIC FEARS — District 4
TIM PYLE — District 2
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
ANDREW HOLMER
KAYLA MEADOR
JUAN LEMOS
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: I would like to call to order the April 3rd, 2018 Planning Board quasi-judicial hearing.

We do have our full board. Well, I'm sorry. We are missing Mr. Clay this morning, but we have everyone else, so we do have a quorum.

(Planning Board staff duly sworn.)

THE CHAIRMAN: Board members, we've previously qualified all of these individuals to give expert testimony in the area of land use and planning.

Do any of you have any questions about their qualifications or their ability to offer that expert testimony?

(No response.)

THE CHAIRMAN: All right. Hearing none, please let the record reflect that they will be marked as experts in the area of land use and planning.

At this hearing, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications. These

hearings are quasi-judicial in nature.

Quasi-judicial hearings are like evidentiary hearings in a court of law. However, it is less formal. All testimony will be given under oath, and anyone testifying before the Planning Board may be subject to cross-examination.

All documents and exhibits that the Planning Board considers will be entered into evidence and made part of the record.

Opinion testimony will be limited to experts, and the closing arguments will be limited to the evidence in the record.

Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence and the applicable laws.

Each individual who wishes to address the Planning Board must complete a speaker request form and submit it to the staff. They're located at the back of the boardroom. You will not be allowed to speak unless we receive a completed form.

Please also note that only individuals who are here today and give testimony on the record

will be allowed to speak at the subsequent Board of County Commission hearing.

No new evidence can be presented at the Board of County Commission meeting. Therefore, all testimony and evidence must be presented today.

The Planning Board will provide a recommendation for the rezoning request to the Board of County Commissioners. They will then review the testimony, documents and exhibits, consider the closing arguments and make a final decision.

All decisions by the BCC are final. Anyone who wishes to seek judicial review of that decision must do so in a court of competent jurisdiction within 30 days that the BCC either approves or rejects the recommended order of the Planning Board.

All written or oral communications outside of this hearing with any members of the Planning Board are considered ex parte communications. Ex parte communications are presumed prejudicial under Florida law and must be disclosed as provided in Board of County Commission Resolution 96-13.

As each case is heard, we'll ask each board member if they've been involved in any ex parte communication, please identify themselves and describe the communication.

As required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board's recommendations to the BCC shall include consideration of the following six approval conditions:

Approval conditions. The applicant has the burden of presenting competent, substantial evidence to the reviewing board, establishing that the requested zoning district would contribute to or result in logical and orderly development pattern.

The appropriate surrounding area to which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification.

A logical and orderly pattern shall require demonstration of each of the following conditions:

Consistent with the Comprehensive Plan. The proposed rezoning is consistent with the

future land use category as described in LDC Chapter 3, with all other goals, objectives and policies of the Comprehensive Plan.

If the rezoning is required to properly enact a proposed FLU back, it must be transmitted for state agency review. The proposed rezoning is consistent with the proposed future land use and condition to its adoption.

Number 2: Consistency with the zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning established provisions prescribed by the proposed district in the chapter.

Compatibility with surroundings. All of the permitted uses, proposed zonings -- of the proposed zonings, not just those anticipated by the applicant, must be compatible, as defined in Chapter 6 with the surrounding uses. These uses of the surrounding undeveloped land shall be considered the permitted uses of the applicable district.

Compatibility is not considered with potential conditional uses or with any other

nonconforming or unapproved uses.

Also, in establishing compatibility of the residential uses -- Excuse me.

There's no additional burden to demonstrate the compatibility of specific residence or activities protected by the Fair Housing laws.

Appropriateness of spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning, as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited.

The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balance of interest between the isolated district and the adjoining lands.

Appropriateness with change or changing conditions. If the land uses or development conditions within the area surrounding the property of the rezoning have changed or are changing to such a degree that the character is

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in the public's interest to allow new interest densities or intensities in the area throughout the rezoning and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

At the beginning of each case, as long as there are no objections from the applicant, we will allow the staff to briefly present location and zoning maps, as well as photography of the property.

Then we will hear from the applicant and any witnesses that they may wish to call. Then we will hear from the staff and any witnesses that they may wish to call.

Finally, we will hear from members of the public who have completed a speaker request form.

We just have one case to be heard today. The first case we'll go right into is Case Z-2018-03, Derek and Alicia Stone, the owners, 6 East Hood Drive, .73 plus-minus acres, from HC/LI, heavy commercial and light industrial district and MDR, medium density residential district, to HC/LI, heavy commercial and light

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industrial district, 25 dwelling units per acre.

Before we go into the case, I'll ask members of the Board, have you had any ex parte communication on this case?

Have you had any contact with the applicant, applicant's agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to the hearing?

Also, please disclose if you have visited the subject site or if you are a relative or business associate of any of the parties.

And good morning, Steve.

MR. OPALENIK: Good morning.

No to all.

MS. HIGHTOWER: Good morning.

No to all.

MR. GRAY: No to all.

MR. PYLE: Good morning.

No to all.

THE CHAIRMAN: Good morning.

Chair, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

MR. RUSHING: And no to all.

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THE CHAIRMAN: All right. Thank you.

Staff, in this case, was a notice of the hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Was that notice also posted correctly on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. All right.

Before we go into pictures, are you doing a presentation?

MR. LEMOS: I'm doing the pictures, if you want, yes.

THE CHAIRMAN: All right.

If there's no objections, we'll do the pictures and the maps at this time.

(No response.)

THE CHAIRMAN: No objections noted.

Go ahead, Juan.

MR. LEMOS: Good morning, Mr. Chairman, board members. Juan Lemos, Development Services planner.

Again, in front of you is Z-2018-03, from heavy commercial, light industrial and medium density residential.

It's a split-parcel zoning. They're

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requesting to take the whole parcel to completely HC/LI.

This is the locational map for the parcel in question.

This is the 500-foot buffer for zoning. You can clearly see how the parcel is split, and the surrounding zoning is HC/LI on the 500-foot buffer.

The future land use category is mixed-use urban.

And the existing land-use map, showing all the different uses surrounding the 500-foot buffer.

This is an aerial photograph of the site just off Palafox.

This is our public hearing sign posted on site.

This is looking onto the subject parcel.

This, again, is --

MS. MEADOR: There's three of them.

MR. LEMOS: I'm sorry. Go ahead.

I'm sorry. That's an existing structure that is dilapidated in the back of the parcel.

This is looking east from the subject property onto Hood Drive.

Looking south from the subject property across from Hood Drive.

Looking south from the subject property across Hood Drive.

And this is looking west along Hood Drive.

Looking east from the subject parcel along Hood Drive.

And looking at the intersection of Old Palafox and Hood Drive.

And that concludes the photographs and maps.

THE CHAIRMAN: Okay. Board members, any questions on the maps or photography at this time?

(No response.)

THE CHAIRMAN: All right. Hearing none, we'll move to our applicant.

We'll ask which one of you is going to be presenting. Okay.

Mr. Stone, if you'll come forward and please be sworn in by our court reporter.

DEREK STONE, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Good morning, sir.

If you would please state your full name and address for the record.

MR. STONE: It's Derek Stone, 1846 Megan Circle, Cantonment, Florida.

THE CHAIRMAN: Thank you, sir.

Have you received a copy of the staff's rezoning hearing package with the findings of fact?

MR. STONE: Yes.

THE CHAIRMAN: Okay. And do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with any portion of the code?

MR. STONE: I do.

THE CHAIRMAN: All right, sir.

Please proceed.

MR. STONE: So we purchased this property in December of 2017. It is at the corner -- northeast corner of Palafox and Hood Drive.

To the north, south, west are all HC/LI properties, commercial, one of which is a

Walmart to the northwest of us.

We took a total, just my wife and I. There's roughly about 40 businesses along that corridor.

To the east of our property, abutting to our property, are mobile homes. And I think there's a house there, too.

But within that general area, there's not many other residential properties. So our intent is to build really light industrial. We own a gutter company, so more just for housing.

Along that, we'll also build an additional building for housing of either retail or some other light industrial.

So we believe that, you know, the property matches along with all the other businesses, you know, in the area. Though not all are light industrial per se in their use, they are all commercial in use.

THE CHAIRMAN: Okay. In the package that you were given, there would be the staff's findings of facts where they outlined the six criteria that are required.

Do you agree with the staff's findings in this case or do you have additional findings you

wanted to add?

MR. STONE: No. I think -- I think all the findings are correct.

THE COURT: Okay. All right. Okay.

Board members, any questions for the applicant at this time?

Mr. Gray.

MR. GRAY: Mr. Chairman, I have one question of the applicant.

VOICE IN THE AUDIENCE: Of course.

MR. GRAY: Good morning. I've got a question. On the bordering edge from your property parcel, to the east there's a mobile home, so residential.

MR. STONE: Yes.

MR. GRAY: The dwelling unit.

Are those row of trees on your property side or on the residential property?

MR. STONE: So everything is on our side of the property.

MR. GRAY: Yes, sir.

MR. STONE: Yeah. So pretty much they butt up within, you know, 15 to 20 feet of our property, of the nearest mobile home.

MR. GRAY: And with your development plans

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that are going into the future, do you have any plans to remove those trees?

MR. STONE: So what we're -- what we're going to do is add -- We're going to have basically for us on our -- I drew up the site plan -- roughly about 35 feet of yard between that home before the building starts.

MR. GRAY: Okay.

MR. STONE: We'll also have a buffer of trees and bushes. May not be those specific trees. Those may come out and we'll put new ones in that will help buffer the sound, as well as a privacy wooden fence between the two properties.

MR. GRAY: There's not really a fence there today, is there?

MR. STONE: There is a -- There's a chain-link fence that runs around it, so -- which is all dilapidated and has to come out anyhow, we're going to put up the wooden fence.

MR. GRAY: Okay. Thank you, Mr. Chairman. Thank you, Mr. -- the applicant, too.

THE CHAIRMAN: Okay. Sir, did you have any witnesses that you wanted to present or any other information?

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MR. STONE: No, sir.

THE CHAIRMAN: Okay. We'll give you a chance to come back and give a summary.

We'll hear the staff's presentation now.

MR. STONE: All right. Thank you.

THE CHAIRMAN: Okay. Thank you.

Good morning, Juan.

MR. LEMOS: Again, Juan Lemos, Development Services planner.

Z-2018-03 on the Criterion A, consistency with the Comprehensive Plan, the proposed amendment to HC/LI is consistent with the intent and purpose of the future land use category mixed-use urban as stated in Comprehensive Plan Policy Future Land Use 1.3.1.

Based on the applicant's request, the parcel would be used for business operations and materials storage for the company.

At this point, it appears that the proposed operations are compatible within the range of allowable uses under mixed-use urban future land use category.

The FLU category is intended for intense mix of residential and nonresidential uses, while promoting compatible infield development

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and the separation of urban and suburban land uses within the category as a whole.

The range of allowable uses include residential, retail service -- retail and services, professional office, light industrial, recreation facilities, public and civic and limited agriculture.

The proposed amendment is also consistent with the intent of the Future Land Use 1.5.1, as it is located adjacent to North Palafox Street, a collector road and an existing north-south transportation corridor.

Based on the intensity of these operations, it appears that the utilities and other service infrastructure is readily available.

On the Criterion B, consistent with the Land Development Code, the proposed amendment to HC/LI is consistent with the intent and purpose of the Land Development Code.

The parcel is currently a split-zone HC/LI toward the Palafox side and MDR zoning towards the back portion of the parcel along East Hood Drive.

Granting of the amendment will solve the

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split-zone issue. The entire Palafox corridor is commercial in nature. The proposed amendment does not meet the locational criteria requirements as stated in Section 3-2.11(e).

The applicant has submitted a comprehensive analysis. The Planning Board or the business, he has the right to waive the locational criteria after reviewing the compatibility analysis submitted by the applicant.

Criteria C, compatible with the surrounding uses.

The proposed amendment is compatible with the surrounding existing uses in the area. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in that immediate area.

Within the 500-foot radius area, the staff identified properties within districts HC/LI and MDR. There are a total of 30 parcels with multiple uses. Utilities, professional buildings, used car dealerships, auto repair, a large department store, office storage building, nine single-family residences and two vacant,

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two individual mobile homes and a mobile home park.

To ensure additional compatibility with existing adjacent uses, if the amendment is approved, further evaluation to the site plan review process will be necessary.

Criterion D, appropriate for spot zoning. The amendment request if granted will not be consistent -- will not be consistent, spot zoning.

On-site staff analysis and evaluation shows that within the area -- shows that within the area between Jackson Road and -- to the south and Nine Mile Road to the north, an approximately one-mile section of the road, every parcel adjacent to Palafox on both sides is zoned HC/LI.

Appropriate with changed conditions and -- changed conditions or changing conditions. That's Criterion E.

The applicant request is aimed to make the entire parcel HC/LI. The land uses or development conditions within the area surrounding the property of rezoning have not changed.

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Palafox Road is one of the oldest and most locally traveled north-south transportation corridors in the county.

Based on existing uses and intensities and the zoning district allowances, the proposed amendment will not create urban sprawl and will be compatible with existing development.

That concludes the findings.

At the last meeting yesterday, we received -- This parcel is located within the Ensley Overlay District for the community -- agency. They were provided a request for comments. We received that yesterday.

And I will ask that the board accept the electronic communication for the -- for the record.

They say the CRA presents no objection of the proposed rezoning to HC/LI for the property located at 6 East Hood Drive.

And they continued to say that they have some strong recommendations about some design standards for the building, which will be included. If this does get approved, those will be reviewed and include -- their recommendations will be included to the site plan review

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process.

And that's it.

THE CHAIRMAN: Okay. Thank you.

Questions, board members?

MR. PYLE: I just have one. It may be insignificant, but I'm just curious. How did it get split zoning to begin with?

Sorry to ask it. I'm just curious how we got there, maybe to avoid, you know, repeating that.

MR. JONES: Basically, I can only assume that basically it was split zoned because of the commercial frontage of Old Palafox, and the back piece was basically in residential -- in a residential area. And that's why the county directed us a few years ago, Mr. Briske -- It was a part of -- 'til we tried to eliminate spot zonings.

But during the time, we were not able to down zone anyone, so there are still some spot zonings.

UNIDENTIFIED STAFF MEMBER: Split zonings.

MR. JONES: Split zonings. Thank you.

That are yet present because they told us not to down zone no one, so we did do the task,

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but we had to preserve the commercial frontage requirement in these areas like that.

MR. PYLE: Thank you.

THE CHAIRMAN: Drew a straight line.

MR. LEMOS: Yeah, we'll have multiple parcels of this kind that come through that are exactly the same.

MR. JONES: Yes. Yes.

MR. GRAY: I do have a question, Mr. Chair.

THE CHAIRMAN: Yes.

MR. GRAY: Do we have any site requirements for the changed screening between the use of the -- of the residential, which is the yellow -- I'm sorry -- mixed-use residential versus HC/LI?

MR. LEMOS: Yeah. So the LDC does have buffer requirements between different uses between commercial industrial, light industrial, industrial and any residential uses.

And again, remember: We don't -- we don't -- kind of don't deal with those at this point. We are just concerned about the rezoning of the property.

So when they do -- If they do get approval

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and they come to the Development Review Committee, the buffer requirements will apply.

And he's aware. He did provide us with a -- with a preliminary site plan. Again, that doesn't -- I mean, that doesn't really come into play until this is all approved, if he gets approved, and he does inform us with a site plan review process.

MR. GRAY: Sounds good. Thank you. Thank you, Mr. Chair.

THE CHAIRMAN: Thank you.

Okay.

I think that's it.

Mr. Stone, did you have any questions of the staff members at this time?

MR. STONE: No, sir.

THE CHAIRMAN: Okay. We are going to go into the public comment portion. We do have a speaker signed up on this case.

For those members of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on the approval conditions and exceptions described in 2-7.2 of the Land Development Code.

During our deliberations, we do not

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consider general statements of support or opposition.

Accordingly, please limit your testimony to the approval conditions and exceptions described in 2-7.2.

Please also note that only those individuals who are here and give testimony on the record will be allowed to speak before the BCC.

Larry Downs.

Sir, if you'll please be sworn in and state your name and address for the record.

LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows:

MR. DOWNS: Larry Downs, Jr., 12156 Havburg Drive, Pensacola, Florida.

I know what you just said about, you know, not taking general statements of for or against on this case.

But anyways, this is a split zoning property right now. And I wanted to speak in case I need to speak at the BCC as well.

But I am going to give you my opinion

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anyways. I think y'all should approve this -- approve this man's property rights and granting the extension of HC/LI.

And it is -- It's going to infringe on the property next door, but they have a right to move, they have a right to sell, they have a right to put up their own barricades or trees or whatever.

I too was in one of these property situations years ago. And I learned that, you know, there's more than one option. People's property rights are more important than general planning and zoning in my opinion.

Anyways, good luck with that. Thank you.

THE CHAIRMAN: Thank you, Mr. Downs.

Mr. Stone, did you have any questions for Mr. Downs?

MR. STONE: No, sir.

THE CHAIRMAN: All right. Thank you.

Is there anyone else who hasn't already spoken that wishes to speak on this case?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will close the public comment portion.

Mr. Stone, if you'll come back to the

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microphone, please.

Anything else that you'd like to add to your case, sir?

MR. STONE: No, sir.

THE CHAIRMAN: Okay. Board members, any questions?

(No response.)

THE CHAIRMAN: Okay. Hearing none, the Chair will entertain a motion.

Please note that if you opt to accept and approve the move forward, we must also accept the compatibility analysis that was presented by the owners because of the writing and the findings of facts.

MS. CAIN: Mr. Chairman, also don't forget to accept the -- Gary's . . .

THE CHAIRMAN: Oh, yes. I'm sorry. Electronic. Thank you.

MR. FEARS: Mr. Chair, I make a motion that we accept the application of Case Number 2018-03, along with that accepting the owner's compatibility report and the electronic information that was reported late last evening.

THE CHAIRMAN: Okay. Thank you, sir.

We have a motion.

Do we have a second?
MR. INGWELL: Second.
THE CHAIRMAN: Second.
Any discussion?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
All righty, sir.
It will now be transmitted to the Board of County Commissioners with a recommendation from the Planning Board to approve. They, of course, have the final decision at that meeting.
MR. STONE: Sure.
THE CHAIRMAN: All right.
MR. STONE: Thank you.
THE CHAIRMAN: Thank you, sir.
Good luck with it.
(Hearing concluded at 9:00 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board quasi-judicial proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date: 04/03/2018
CASE : Z-2018-03
APPLICANT: Derek and Alicia Stone, Owners
ADDRESS: 6 E. Hood Drive
PROPERTY REF. NO.: 11-1S-30-1101-001-140
FUTURE LAND USE: MU-U, Mixed-Use Urban
DISTRICT: 3
OVERLAY DISTRICT: Ensley
BCC MEETING DATE: 05/10/2018

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) and MDR, Medium Density Residential district (10 du/acre)

TO: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP 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.

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

FINDINGS

The proposed amendment to HC/LI **is consistent** with the intent and purpose of Future Land Use category MU-U, as stated in CPP FLU 1.3.1. Based on the applicant's request, the parcel will be used for business operations and materials storage for the company. At this point, it appears that the proposed operations are compatible with the listed range of allowable uses under the MU-U FLU. The FLU category is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. The range of allowable uses include residential, retail and services, professional office, light industrial, recreational facilities, public and civic, limited agriculture.

The proposed amendment **is consistent** with the intent of FLU 1.5.1, as it is located adjacent to North Palafox St, a collector road and an existing North-South transportation corridor. Based on the intensity of the surrounding operations, it appears that utilities and other service infrastructure is ready available.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.7 Medium Density Residential district (MDR).

(a) Purpose. The Medium Density Residential (MDR) 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.

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

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

(b) Permitted uses. If a parcel is one acre or greater and is zoned HC/LI within the MU-S FLU category and was not previously zoned General Commerce District (C-2), Gateway Business District (GBD), Gateway Industrial District (GID), Industrial District (ID-1), or Industrial District Commerce Park (ID-CP) as of April 15, 2015, its permitted uses are limited to the permitted uses of the Commercial (COM) zoning district as prescribed in the preceding section of this article. Therefore, for any parcel zoned HC/LI which is greater than one acre and was zoned C-2, GBD, GID, ID-1, or ID-CP as of April 15, 2015 and for any parcel otherwise zoned HC/LI, the permitted uses are limited to the following:

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

(2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

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

b. Child care facilities.

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

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

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

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

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

50-foot or wider street right-of-way.
i. Taxi and limousine services.
See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.
b. Cemeteries, including family cemeteries.
c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
f. Funeral establishments.
g. Homeless shelters.
h. Hospitals.
i. Offices for government agencies or public utilities.
j. Places of worship.
k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.
See also conditional uses in this district.
(Ord. No. 2015-24, § 1, 7-7-15)

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.
b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.
c. Marinas, private and commercial.
d. Parks, with or without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.

(6) Industrial and related. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.
b. Marinas, industrial, not allowed within MU-S.
c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning, not allowed within MU-S.

See also conditional uses in this district.

(7) Agricultural and related.

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

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

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

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

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

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

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

f. Outdoor sales.

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

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

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

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria; except properties that were previously zoned GBD and were exempt from locational criteria:

(1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(2) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district

b. Any intrusion into a recorded residential subdivision is limited to a corner lot c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding

parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
(3) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

FINDINGS

The proposed amendment to HC/LI **is consistent** with the intent and purpose of the Land Development Code. The parcel is currently a split zoned with HC/LI zoning towards Palafox and MDR zoning towards the back portion of the parcel along E. Hood Drive; granting of the amendment would solve the split zone issue. The entire Palafox corridor is commercial in nature. The proposed amendment **does not** meet the location criteria requirements, as stated in Sec. 3-2.11(e). The applicant has submitted a compatibility analysis. The Planning Board or the BCC have the right to waive the locational criteria upon reviewing the compatibility analysis submitted by the applicant.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. Within the 500' radius area, staff identified properties within zoning districts HC/LI and MDR. There are a total of thirty parcels with multiple uses: utilities, professional buildings, used car dealerships, auto repair, large department store, office-store buildings; nine single-family residences and two vacant, two individual

mobile homes and a mobile home park. To ensure additional compatibility with existing adjacent uses, if the amendment is approved, further review, evaluation thru the Site Plan Review process will be necessary.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning

Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The amendment request, if granted, **would not** be considered spot zoning. On-site staff analysis and evaluation shows that within the area between Johnson Road to the South and Nine Mile Road to the North, an approximate one mile section of the road, every parcel adjacent to Palafox, on both sides, is zoned HC/LI.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions

If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

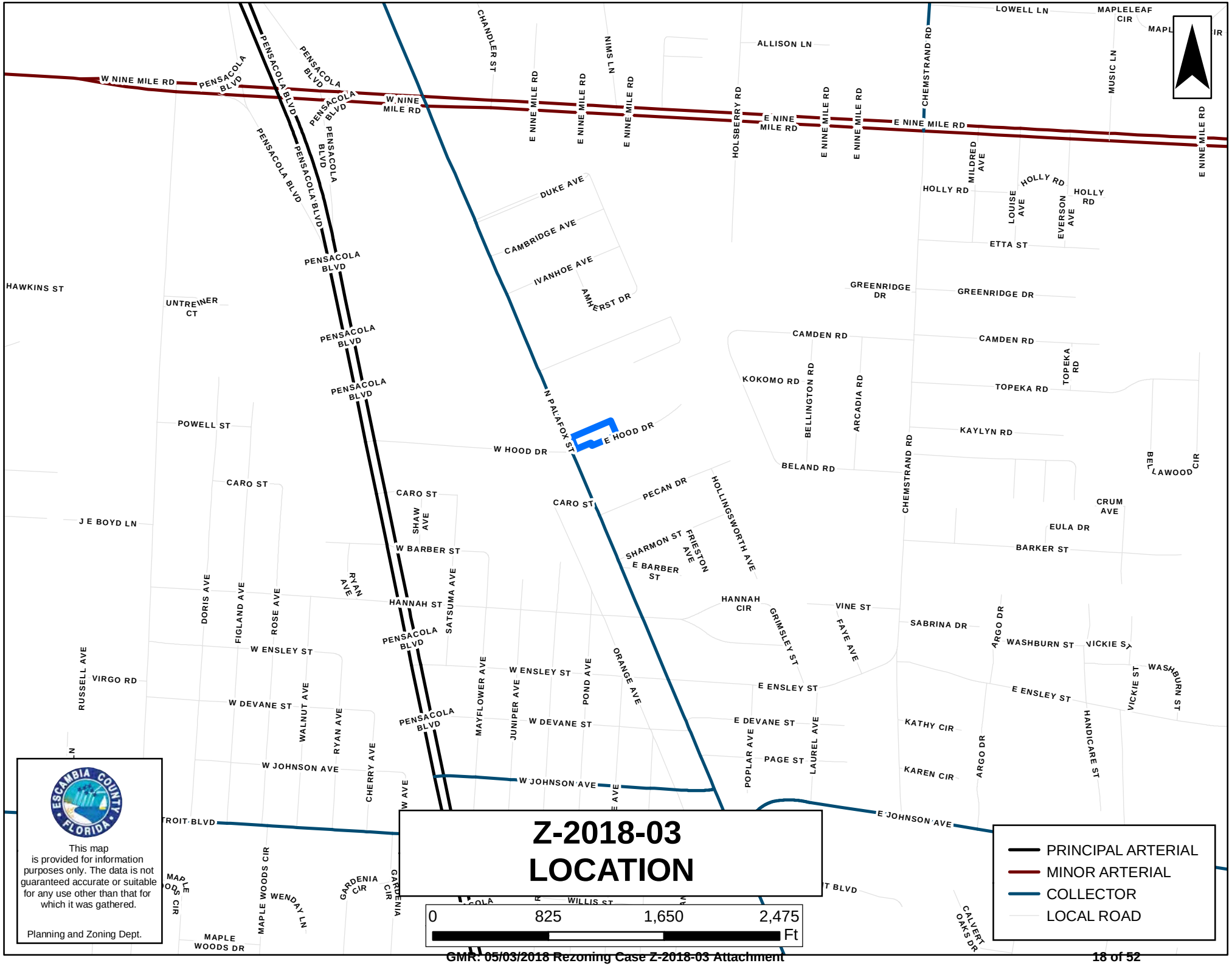
FINDINGS

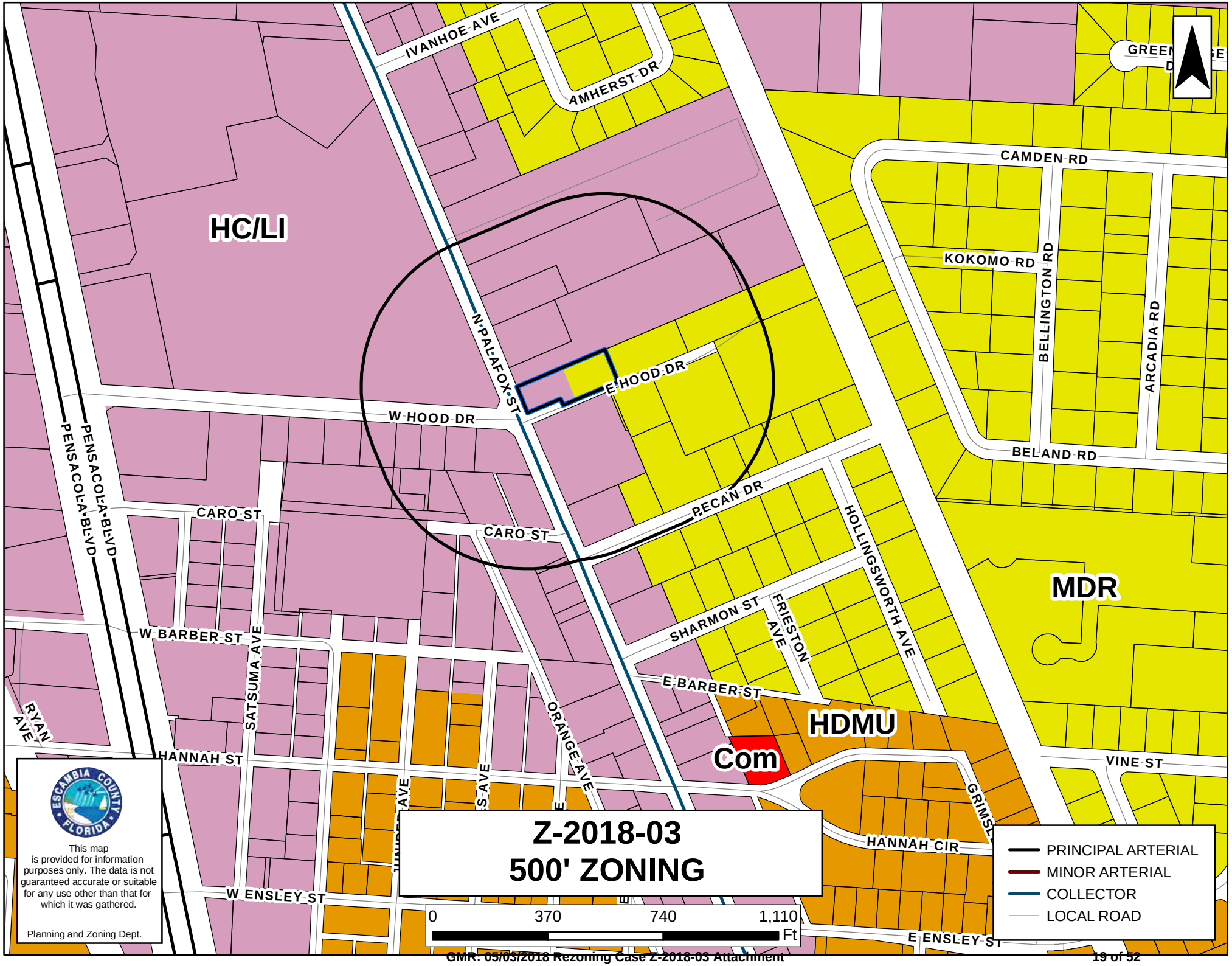
The applicant request is aimed to make the entire parcel HC/LI. The land uses or development conditions within the area surrounding the property of rezoning **have not** changed. Palafox Road is one of the oldest and most locally traveled North-South transportation corridors in the County. Based on the existing uses

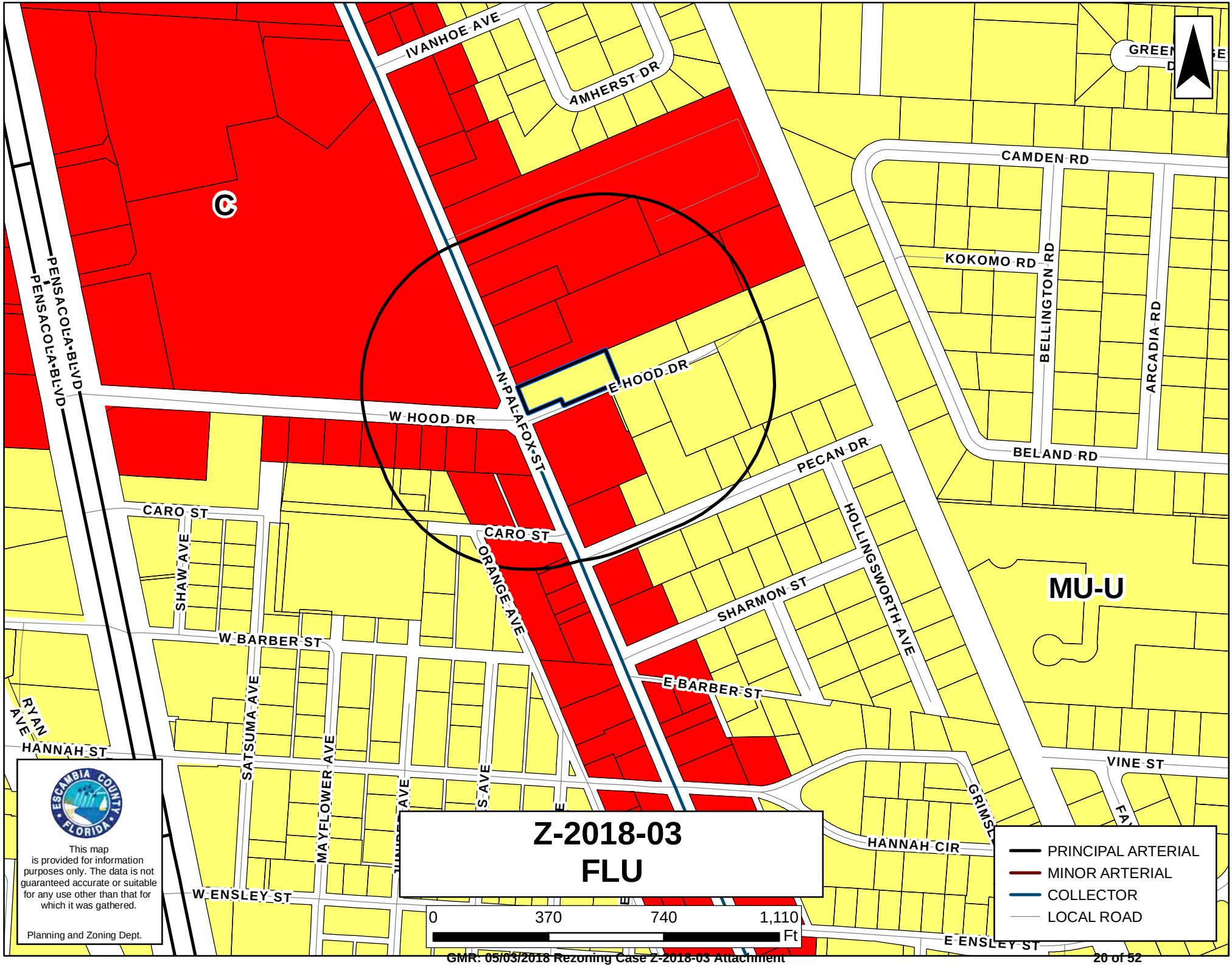
and intensities and the zoning district allowances, the proposed amendment would not create urban sprawl and would be compatible with existing development.

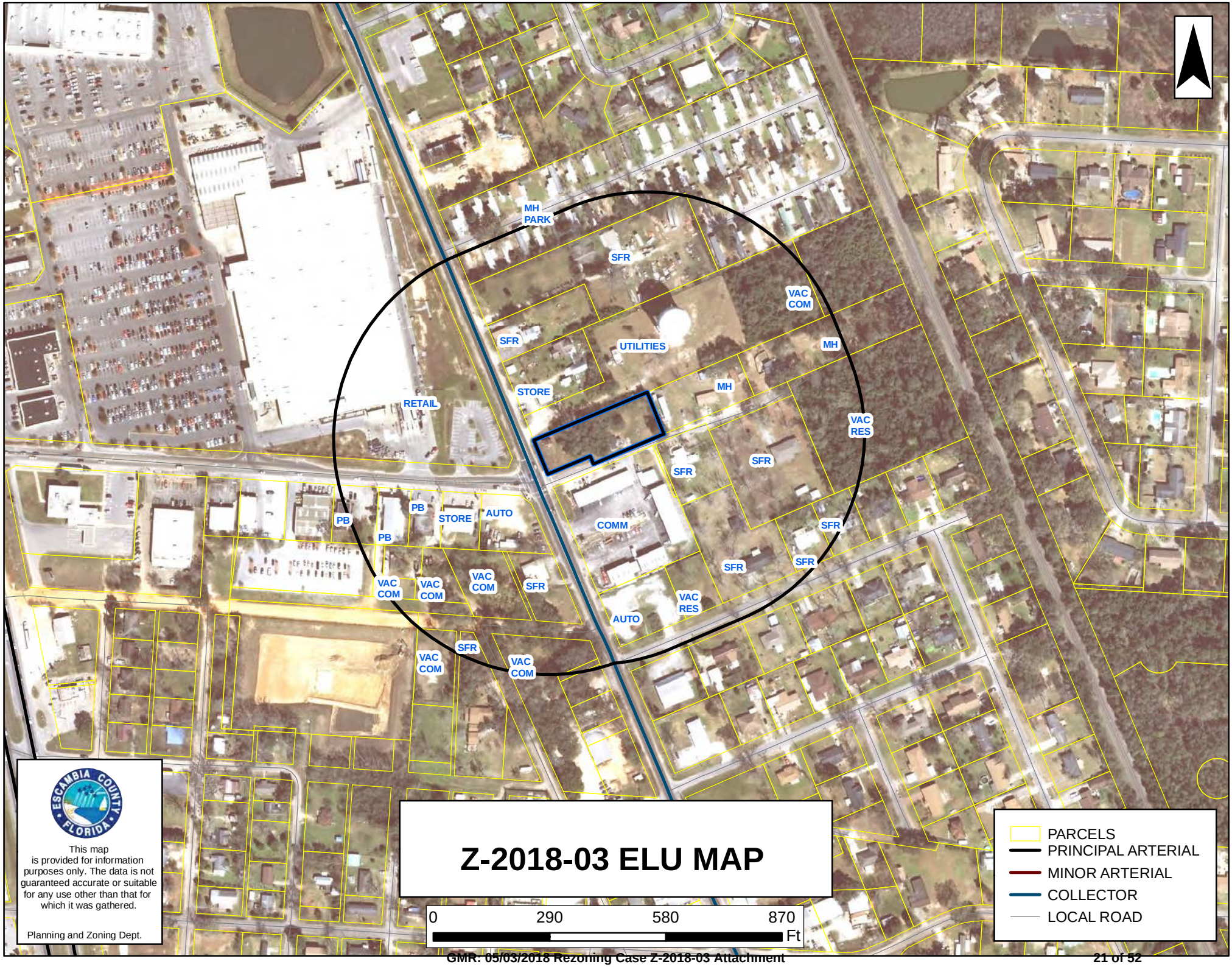
Attachments

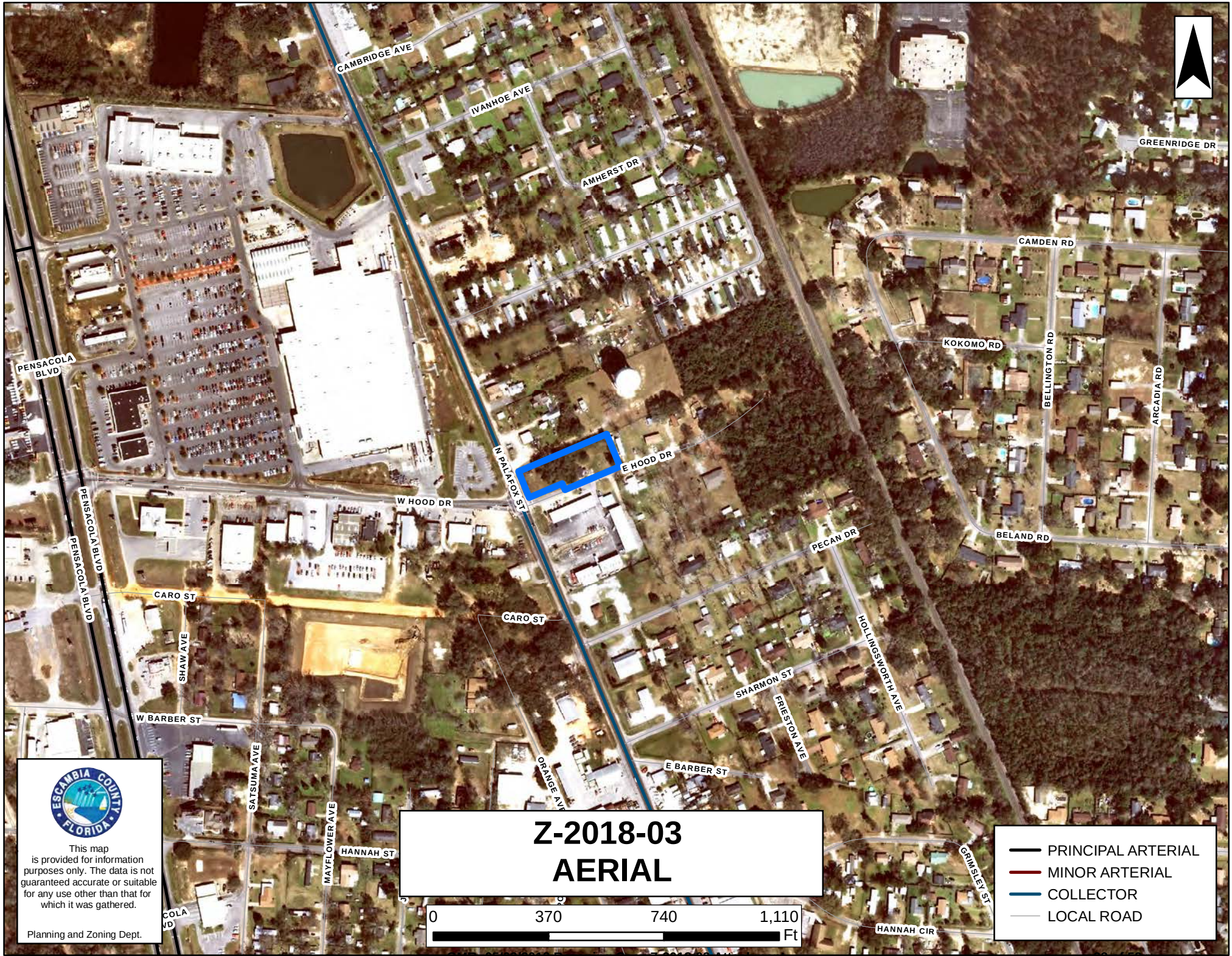
Working Case File


Z-2018-03
LOCATION
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.
Planning and Zoning Dept.
0 825 1,650 2,475 Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
W NINE MILE RD
E NINE MILE RD
PENSACOLA BLVD
N PALAFOX ST
E HOOD DR
W HOOD DR
CARO ST
W BARBER ST
E BARBER ST
HANNAH ST
W ENSLEY ST
E ENSLEY ST
W DEVANE ST
E DEVANE ST
W JOHNSON AVE
E JOHNSON AVE
HOLLY RD
ETTA ST
GREENRIDGE DR
CAMDEN RD
TOPEKA RD
KAYLYN RD
BELAND RD
EULA DR
BARKER ST
SABRINA DR
WASHBURN ST
VINE ST
HANNAH CIR
PAGE ST
KATHY CIR
KAREN CIR
LOWELL LN
MAPLELEAF CIR
ALLISON LN
MUSIC LN
CHEMSTRAND RD
HOLSBERRY RD
MILDRED AVE
LOUISE AVE
EVERSON AVE
DUKE AVE
CAMBRIDGE AVE
IVANHOE AVE
AMHERST DR
HAWKINS ST
UNTREINER CT
POWELL ST
J E BOYD LN
KOKOMO RD
BELLINGTON RD
ARCADIA RD
TOPEKA RD
LAWOOD CIR
CRUM AVE
PECAN DR
HOLLINGSWORTH AVE
SHARMON ST
FRIESTON AVE
SHAW AVE
DORIS AVE
FIGLAND AVE
ROSE AVE
RYAN AVE
SATSUMA AVE
RUSSELL AVE
VIRGO RD
WALNUT AVE
CHERRY AVE
MAYFLOWER AVE
JUNIPER AVE
POND AVE
ORANGE AVE
GRIMSLEY ST
FAYE AVE
ARGO DR
VICKIE ST
HANDICARE ST
POPLAR AVE
LAUREL AVE
MAPLE WOODS CIR
WENDAY LN
MAPLE WOODS DR
GARDENIA CIR
WILLIS ST
CALVERT OAKS DR


HC/LI
MDR
HDMU
Com
IVANHOE AVE
AMHERST DR
CAMDEN RD
KOKOMO RD
BELLINGTON RD
ARCADIA RD
BELAND RD
N PALAFOX ST
E HOOD DR
W HOOD DR
PENSACOLA BLVD
PENSACOLA BLVD
CARO ST
CARO ST
PECAN DR
HOLLINGSWORTH AVE
SHARMON ST
FRIESTON AVE
W BARBER ST
E BARBER ST
SATSUMA AVE
ORANGE AVE
RYAN AVE
HANNAH ST
VINE ST
HANNAH CIR
W ENSLEY ST
E ENSLEY ST
Z-2018-03
500' ZONING
0
370
740
1,110
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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.
Planning and Zoning Dept.


C
MU-U
IVANHOE AVE
AMHERST DR
CAMDEN RD
KOKOMO RD
BELLINGTON RD
ARCADIA RD
BELAND RD
PENSACOLA BLVD
PENSACOLA BLVD
N PALAFOX ST
E HOOD DR
W HOOD DR
PECAN DR
CARO ST
CARO ST
SHAW AVE
ORANGE AVE
HOLLINGSWORTH AVE
SHARMON ST
W BARBER ST
E BARBER ST
RYAN AVE
HANNAH ST
SATSUMA AVE
MAYFLOWER AVE
VINE ST
HANNAH CIR
W ENSLEY ST
E ENSLEY ST
Z-2018-03
FLU
0
370
740
1,110
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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.
Planning and Zoning Dept.


MH PARK
SFR
VAC COM
SFR
UTILITIES
MH
STORE
MH
RETAIL
VAC RES
SFR
SFR
PB
PB
PB
STORE
AUTO
COMM
SFR
SFR
SFR
VAC COM
VAC COM
VAC COM
SFR
VAC RES
AUTO
SFR
VAC COM
VAC COM
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.
Planning and Zoning Dept.
Z-2018-03 ELU MAP
0
290
580
870
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


CAMBRIDGE AVE
IVANHOE AVE
AMHERST DR
GREENRIDGE DR
CAMDEN RD
KOKOMO RD
BELLINGTON RD
ARCADIA RD
PENSACOLA BLVD
N PALAFOX ST
E HOOD DR
W HOOD DR
BELAND RD
PECAN DR
CARO ST
SHAW AVE
HOLLINGSWORTH AVE
SHARMON ST
FRIESTON AVE
W BARBER ST
E BARBER ST
ORANGE AVE
SATSUMA AVE
MAYFLOWER AVE
HANNAH ST
GRIMSLEY ST
HANNAH CIR
Z-2018-03
AERIAL
0
370
740
1,110
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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.
Planning and Zoning Dept.



Public hearing sign



Looking onto subject parcel


Looking onto subject parcel



Looking onto subject parcel



Looking onto subject parcel



Looking east from subject property on Hood Dr.



Looking south from subject property across Hood Dr.



Looking south from subject property across Hood Dr.


Looking west along Hood Dr



Looking east from subject parcel along Hood Dr


Looking at the intersection
of Old Palafox and Hood Dr

1802418PPB

Last Updated: 10/6/17-Rezoning

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2018-03 Accepted by: CM/~~KM~~ PB Meeting: 4/3/18

1. **Contact Information:**

   A. **Property Owner/Applicant:** Derek Stone
   Mailing Address: 1846 Mate Circle, 32533
   Business Phone: 850-455-7246 Cell: 850-393-4937
   Email: customraingutter@gmail.com

   B. **Authorized Agent (if applicable):** _____
   Mailing Address: _____
   Business Phone: _____ Cell: _____
   Email: _____

   Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. **Property Information:**

   A. Existing Street Address: 6 E Hood Dr, 32534
   Parcel ID (s): 111S301101001140

   B. Total acreage of the subject property: .7377

   C. Existing Zoning: HC/LI, MDR
   Proposed Zoning: HC/LI only; explain why necessary and/or appropriate
   The company will build 3 steel buildings on the property. The buildings will be used mostly as storage and work in the buildings.
   FLU Category: MU-U

D. Is the subject property developed (if yes, explain): no

E. Sanitary Sewer: ✓ Septic: _____

3. **Amendment Request**

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

Yes.
The current zoning is HC/LI with a FLU of MU-U which is consistent with the comprehensive plan.

b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

yes. Uses for the property will consist of light industrial and other retail services.

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

Yes Land to the North, South, and West are active commercial properties comparable to those being presented.

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

Spot zoning does not apply.

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

The proposed zoning will not be sprawl because the land location is frontage along Palafox where the majority of property/buildings are commercial in use.

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 111S301101001140

Property Address: 6 E. Hood Drive, 32534

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 13th DAY OF February, YEAR OF 2018.

Signature of Property Owner	Printed Name of Property Owner	Date
Alicia Stone	Alicia Stone	2/13/18

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at _____
_____, Florida, property reference number(s)_____
_____ I hereby designate _____
_____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this _____day of_____ the year of,_____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name:_____ Email:_____
Address:_____ Phone:_____

_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF _____COUNTY OF _____
The foregoing instrument was acknowledged before me this _____day of _____ 20 ___,
by _____.
Personally Known □ OR Produced Identification□. Type of Identification Produced: _____

_____	_____
Signature of Notary	Printed Name of Notary

(Notary Seal)

5. Submittal Requirements

A. ✓ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ✓ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. ✓ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. N/A Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. N/A Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Derek Stone Printed Name Owner/Agent	2/2/18 Date
Signature of Owner	Alicia Stone Printed Name of Owner	2/2/18 Date

STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____, by _____.

Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary

JANET E SCHILLING
Printed Name of Notary (notary seal)

NOTARY PUBLIC STATE OF FLORIDA
JANET SCHILLING
MY COMMISSION # FF 160676
EXPIRES: September 16, 2018
Bonded Thru Budget Notary Services

ESCAMBIA COUNTY LOCATION CRITERIA FOR
6 E Hood Drive, Pensacola, FL 32534

Prepared by: Alicia and Derek Stone

GENERAL DESCRIPTION OF THE PARCEL AND THE AREA

The subject parcel is approximately 0.7377 acres in size. It is currently zoned HC/LI and MDR. The property is partially developed with a concrete block building approximately 600 square feet that was used in the past as a residence. The building was built in 1930 and is now uninhabitable because the floors and roof have caved in. The land currently has approximately 4 oak trees and overgrown shrubs on the premises. There is currently a chain length fence around most of the perimeter of the parcel. The subject parcel is located northeast of the intersection of Palafox Street and Hood Drive. The parcel is approximately .25 miles from Pensacola Boulevard and Hood Drive intersection and approximately .45 miles from Palafox Street and 9 Mile intersection. The parcel has 90 liner feet of frontage on Palafox Street and 307 linear feet of frontage on Hood Drive.

The parcel is currently zoned HC/LI and MDR with a future land use of MU-U. The areas surrounding the subject parcel to the north, west and south are HC/LI. North of the parcel is land that is owned by ECUA for utility, gas, and electric (See exhibit 3). West of the parcel is land owned by and used as Walmart – Pensacola Boulevard zoned as HC/LI (See exhibit 4). South of the parcel is land used as a shopping mall zoned HC/LI (See exhibit 5). The land to the east of the parcel is zoned MDR with several mobile homes on the lot (See exhibit 6).

LOCATION CRITERIA

The subject parcel lays along Palafox Street which is a major collector road, although it is addressed at East Hood Drive, a local street. This project does meet the conditions cited in Section 3-2.11 (e)(3)(a):

> (3) Documented compatibility: A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will not be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
>
> (a) This parcel has not been rezoned, by the landowner, from the mixed-use, commercial, or industrial zoning assigned by the county.

In satisfying the requirement of this compliance category, the subject parcel under consideration is approximately 0.7377 acres. It lies northeast of the intersection of Palafox Street and Hood Drive.

All land area surrounding the subject parcel to the North, West, and South are HC/LI and currently being used as zoned. There are 25 commercial/retail businesses surrounding the location of the subject parcel. The land to the East of the subject parcel is MDR. When developing the property a minimum of a 20-foot buffer of a wooden privacy fence and landscaping will be utilized, per the requirements of the DRC.

The subject parcel is split zoned and meets the requirements of Sec. 3-1.3(d):

> Sec. 3-1.3 Zoning and future land use.
>
> (d) Split parcels. The adopted zoning districts and FLU categories are parcel-based, but their boundaries are not prohibited from dividing a parcel. For parcels split by these boundaries, including overlay district boundaries, only that portion of a parcel within a district or category is subject to its requirements. Where a zoning district boundary divides a parcel that is ten acres or less in size and not part of a platted residential subdivision, the zoning district of the larger portion may be applied to the entire parcel if requested by the parcel owner, consistent with the applicable FLU category, and in compliance with the location criteria of the requested zoning. Zoning map amendment is otherwise required to apply a single district to a split-zoned parcel.

The subject parcel is ten acres or less in size and not a part of a platted residential subdivision. The FLU of the subject parcel is MU-U. The subject parcel meets all criteria to have it rezoned all HC/LI.

The developmental plan (Exhibit 7) for the subject parcel is to build a 2,400 square foot single use steel building and 4,800 square foot multi-use steel building to be used as light manufacturing (storage for gutter and screen room parts and equipment) and retail. The proposed usage is equivalent to the usage of the surrounding businesses. To accommodate the new buildings and the parking that is required, the land will be cleared according to Escambia County code. The present stormwater drainage area along Palafox Street will be expanded to provide treatment sufficient to handle the new development of the subject parcel.

SUMMARY

The subject parcel is split zoned parcel that is surrounded by Heavy-Commercial/Light Industrial uses and intensities. The proposed new use will take advantage of existing infrastructure and develop a vacant parcel of land that is underutilized. The proposed development will be compatible with the existing surrounding uses and intensities and will comply with all of the current County requirements in order to mitigate any perceived impacts on the exiting residential uses.

Based upon the evidence presented herein the BOCC should agree that this parcel and project be zoned full HC/LI. The majority of the parcels surrounding the subject parcel (Exhibit 1 and 2) are zoned and used as commercial.

EXHIBITS

Exhibit 1 – Properties approximately .5 miles north and south of the subject parcel
Exhibit 2 – Properties approximately .5 miles west and east of the subject parcel
Exhibit 3 – Site Plan

Exhibit 2 for 6 E. Hood Drive

From Pensacola Boulavard east to Hood Drive

Compass Bank

Shopping plaza

Trader Dan's

Escambia County Sheriff's Office precint

Wal-mart

Bingo

Discount cigarettes

Subject Parcel (6 E. Hood Drive, Pensacola, FL 32534) east on Hood Drive

Several mobile homes

3 houses

Exhibit 1 for 6 E. Hood Drive

From 9 Mile south on Palafox

CVS pharmacy
Cash USA pawn shop
Step above graphics
Mickey Hornsby insurance
Melissa's massage
Pensacola Trophies
Your Deal Auto
Barber Shop

Subject Parcel (6 E. Hood Drive, Pensacola, FL 32534) south on Palafox

Home Place Square shopping plaza
Pro Fast mechanics
Diamond Motors
Empire Land Surveying
Meredith & Sons lumber
Barnes Ace Hardware

PALAFOX St
HOOD DR.
R.O.W
90.99'
RETENTION POND
115.47'
30'
120'
40'
18'
18'
12'
25'
25'
307.73'
60'
40'
10'
55'
112.71'
N
SCALE: 1" = 20'

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	111S301101001140
Account:	020323000
Owners:	SCHLIFER PAMELA M EST OF DUNCAN CUSTOM GUTTER & COPPER CRAFT INC
Mail:	C/O DUNCAN CUSTOM GUTTER & COPPER CRAFT INC 2629 YOUNGWOOD LN CANTONMENT, FL 32533
Situs:	6 E HOOD DR 32534
Use Code:	REPAIR SERVICE
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int/High):	ENSLEY/WOODHAM/PINE FOREST
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	*Cap Val*
2017	$83,554	$0	$83,554	$83,554
2016	$83,554	$0	$83,554	$83,554
2015	$83,554	$0	$83,554	$83,554

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/22/2017	7827	1692	$29,000	WD	View Instr
12/22/2017	7827	1691	$100	OT	View Instr
12/22/2017	7827	1690	$100	OT	View Instr
03/2007	6106	272	$100	QC	View Instr
01/2007	6074	41	$100	QC	View Instr
12/2003	5306	316	$100	WD	View Instr
07/2001	4773	152	$100	QC	View Instr

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

2017 Certified Roll Exemptions

None

Legal Description

W 307 73/100 FT OF N 132 5/10 FT OF LT 14 OR 2804 P 952 OR 4773 P 152 OR 5306 P 316 OR 6074 P 41 OR 6106 P 272 OR...

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
11-1S-30-1

Approx. Acreage:
0.7377

Zoned:
HC/LI
MDR

Evacuation & Flood Information
Open Report



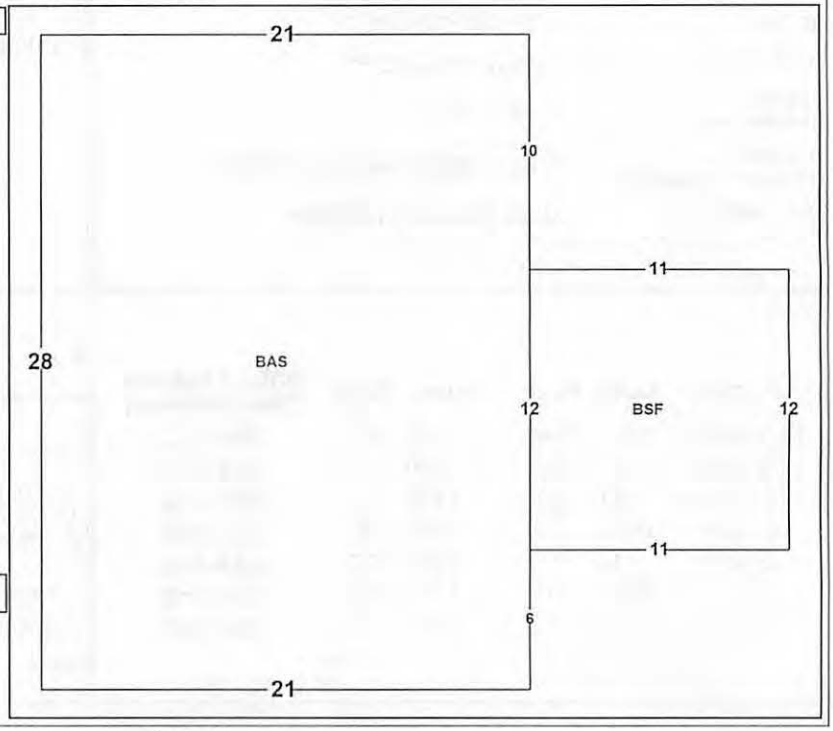
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:6 E HOOD DR, Year Built: 1930, Effective Year: 1930

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*1*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*ROLLED ROOFING*
ROOF FRAMING-*FLAT/SHED*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 720 Total SF

BASE AREA - *588*
BASE SEMI FIN - *132*

Images



2/1/18

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

Last Updated:02/13/2018 (tc.5247)



Detail by Entity Name

Florida Profit Corporation
DUNCAN CUSTOM GUTTER & COPPER CRAFT, INC.

Filing Information

Document Number	P02000108156
FEI/EIN Number	22-3878051
Date Filed	10/07/2002
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/24/2017
Event Effective Date	05/03/2017

Principal Address

2629 YOUNGWOOD LN
CANTONMENT, FL 32533

Changed: 04/24/2017

Mailing Address

2629 YOUNGWOOD LN
CANTONMENT, FL 32533

Changed: 04/24/2017

Registered Agent Name & Address

STONE, DEREK
2629 YOUNGWOOD LN
CANTONMENT, FL 32533

Address Changed: 08/08/2013

Officer/Director Detail

Name & Address

Title PT

STONE, DEREK
2629 YOUNGWOOD LN
CANTONMENT, FL 32533

Title VS

Title V3

STONE, ALICIA A
2629 YOUNGWOOD LN
CANTONMENT, FL 32533

Annual Reports

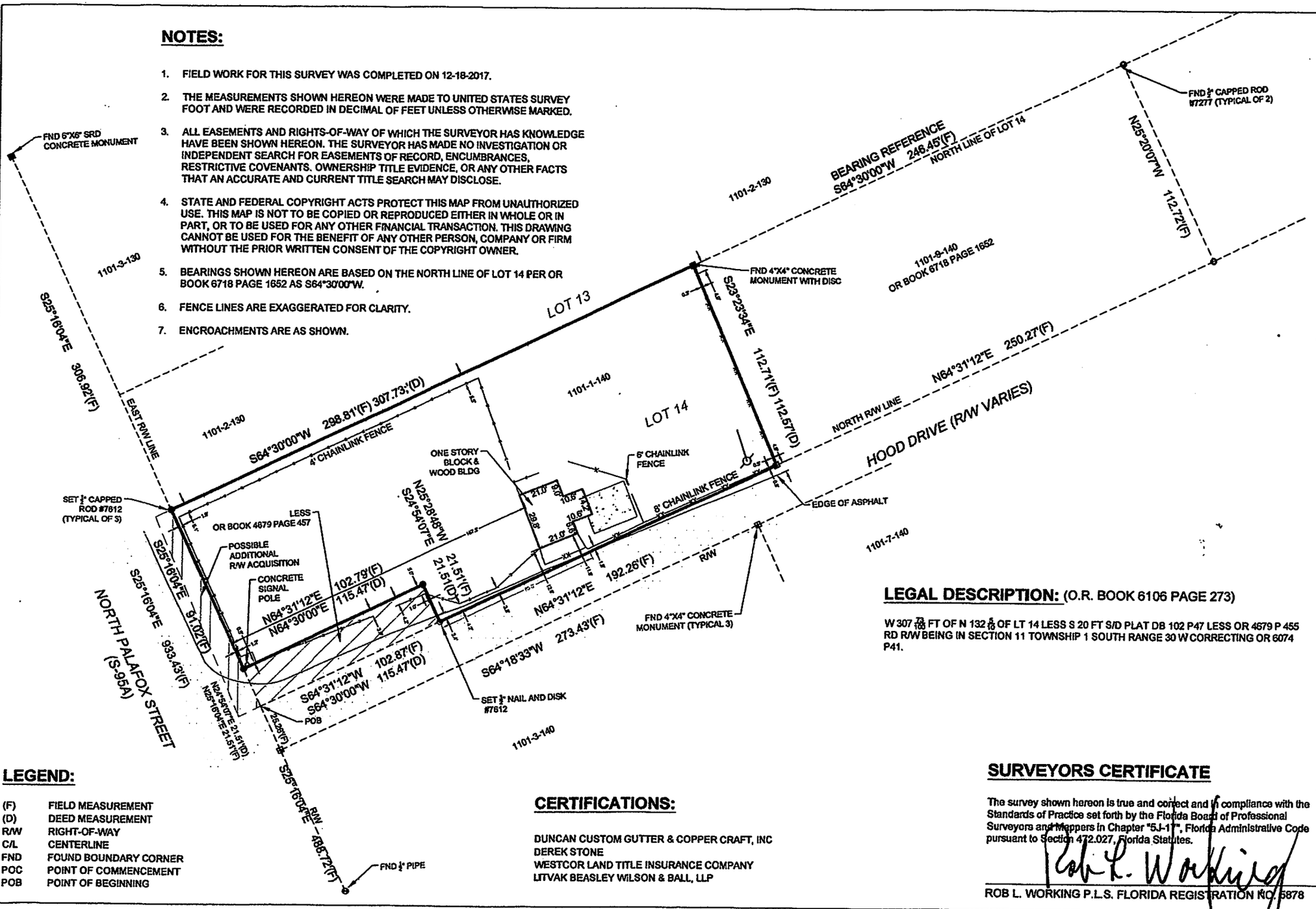
Report Year	Filed Date
2015	02/22/2015
2016	02/09/2016
2017	01/17/2017

Document Images

04/24/2017 -- Amendment	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
02/22/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
08/08/2013 -- Amendment	View image in PDF format
07/22/2013 -- Amendment	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
02/06/2012 -- ANNUAL REPORT	View image in PDF format
02/23/2011 -- ANNUAL REPORT	View image in PDF format
01/10/2010 -- ANNUAL REPORT	View image in PDF format
01/05/2009 -- ANNUAL REPORT	View image in PDF format
01/25/2008 -- ANNUAL REPORT	View image in PDF format
02/01/2007 -- ANNUAL REPORT	View image in PDF format
01/26/2006 -- ANNUAL REPORT	View image in PDF format
01/28/2005 -- ANNUAL REPORT	View image in PDF format
04/14/2004 -- Amendment	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View image in PDF format
10/23/2003 -- Amendment	View image in PDF format
01/15/2003 -- ANNUAL REPORT	View image in PDF format
10/07/2002 -- Domestic Profit	View image in PDF format

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 12-18-2017.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS. OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF LOT 14 PER OR BOOK 6718 PAGE 1652 AS S64°30'00"W.
6. FENCE LINES ARE EXAGGERATED FOR CLARITY.
7. ENCROACHMENTS ARE AS SHOWN.



LEGEND:

(F)	FIELD MEASUREMENT
(D)	DEED MEASUREMENT
R/W	RIGHT-OF-WAY
C/L	CENTERLINE
FND	FOUND BOUNDARY CORNER
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

CERTIFICATIONS:

DUNCAN CUSTOM GUTTER & COPPER CRAFT, INC
DEREK STONE
WESTCOR LAND TITLE INSURANCE COMPANY
LITVAK BEASLEY WILSON & BALL, LLP

LEGAL DESCRIPTION: (O.R. BOOK 6106 PAGE 273)

W 307 73/100 FT OF N 132 5/10 OF LT 14 LESS S 20 FT S/D PLAT DB 102 P47 LESS OR 4679 P 455 RD R/W BEING IN SECTION 11 TOWNSHIP 1 SOUTH RANGE 30 W CORRECTING OR 6074 P41.

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter "5J-17", Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Rob L. Working

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 6878

360 Surveying Services

360 SURVEYING SERVICES
1801 CREIGHTON RD.
PENSACOLA, FL 32504
850.857.4400

NOT VALID WITHOUT A RAISED SEAL

12/21/17

BOUNDARY SURVEY WITH IMPROVEMENTS

ADDRESS:	6 EAST HOOD DRIVE
	PENSACOLA, FLORIDA 32534
PROJECT NUMBER:	1712008
DATE:	12-18-2017
FIELD BOOK: 91	PAGE: 64
DRAWN BY:	PJK
APPROVED BY:	ROB L. WORKING

N

SCALE: 1"=60'

SHEET 1 OF 1

GMR: 05/03/2018 Rezoning Case Z-2018-03 Attachment 50 of 52

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Juan C. Lemos, Senior Planner**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Manager**
Transportation & Traffic Operations Division

DATE: **March 6, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-03**

TTO Staff has reviewed the Rezoning Case (Z)-2018-03, 6 E. Hood Drive, an agenda item for the Planning Board meeting scheduled for April 3, 2018. Please see the below comments.

There are no roadway projects ongoing or planned for Hood Drive and this section of North Palafox Street. Per the Florida-Alabama TPO's Congestion Management Process Plan, N. Palafox Street is classified as an Urban Collector with a Maximum LOS of D and a corresponding daily volume of 17,700 near Nine Mile Road. E. Hood Drive is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

From: Clara F Long (CRA)
To: Juan C. Lemos
Cc: Horace L Jones
Subject: RE: Z-2018-03
Date: Monday, April 02, 2018 10:21:10 AM

CRA Comment –
CRA present no objection of the proposed rezoning to HC/LI for property located 6 E Hood Drive. CRA would strongly recommend if a nice brick façade materials would be used on the 3 steel Buildings that the property is proposing for this project. This project lies within the Ensley CRA and currently there are no overlay requirements that would mandate these recommended improvements however CRA strongly recommends if a brick façade could be added to the proposed improvements. Thanks in advance, Clara Long, CRA Division Manager at 850-595-3596 or email: cflong@myescambia.com

---

From: Juan C. Lemos
Sent: Monday, April 2, 2018 9:31 AM
To: Clara F Long (CRA) <cflong@myescambia.com>
Cc: Horace L Jones <HLJONES@myescambia.com>
Subject: FW: Z-2018-03

Ms. Clara,
Meeting for this case is tomorrow; any concerns from your office?

J

From: Juan C. Lemos
Sent: Monday, March 26, 2018 4:09 PM
To: Clara F Long (CRA) <cflong@myescambia.com>
Cc: Horace L Jones <HLJONES@myescambia.com>; Kayla R. Meador <krmeador@myescambia.com>
Subject: Z-2018-03

Ms. Clara,
Need CRA review & comments, if needed. 6E Hood Drive within the **Ensley CRA**.
Rezoning from HC/LI and MDR to HC/LI going to PB 3 April 18.

Please reply as soon as possible.

Thank you,

Juan C. Lemos, CFM
Senior Planner
Development Services Department
Escambia County BCC
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 Main

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14029 **Growth Management Report 11. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/03/2018
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on April 3, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2018-03 was heard by the Planning Board on April 3, 2018. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2018-03**
Address:	6 E Hood Drive
Property Reference No.:	11-1S-30-1101-001-140
Property Size:	0.73 (+/-) acres
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) and MDR, Medium Density Residential district (10 du/acre)
To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

Section 2. 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 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and

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the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14030 **Growth Management Report 11. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/03/2018
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Shipping Containers
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 4 Regarding Shipping Containers

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

BACKGROUND:
Large, standardized, industrial containers designed for the intermodal shipping of goods and commodities by ship, rail, and truck have become increasingly available and attractive for alternative uses. However, although the LDC allows such containers to be used as portable storage containers for temporary outdoor storage, it does not authorize their use as storage sheds or other residential or non-residential structures. In any LDC authorization of alternative uses of industrial shipping containers it is appropriate to address their quantity, appearance, and location, especially in residential areas.

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

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommendations or legal sufficiency comments made in that review are also attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment of the LDC requires public hearing review and recommendation by the Board prior to action by the BCC. The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the BCC.

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

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

Attachments

Summary of Shipping Containers Ordinance
Draft Ordinance
Clean Ordinance

Proposed Land Development Code (LDC) Provisions to Authorize Alternative Uses of Shipping Containers

Why are provisions proposed? The principal reason that shipping container provisions are proposed for the LDC is to authorize alternative container uses. Currently, the only authorized use of these standardized, reusable, and portable industrial containers, other than the international intermodal shipping for which they are specifically designed, is as portable storage containers - a temporary use.

What provisions are proposed? The amending ordinance proposes to clearly define the type of container being authorized, and then broadly separate the authorized alternative uses into those that are temporary (removed after limited time) and those that are permanent. For each type of use, the conditions of use are established. The provisions include the following:

- Only general purpose dry storage containers are authorized for alternative uses by the ordinance.
- Conversion to habitable space must be done in compliance with the *Florida Building Code*.
- Placement that will interfere with public rights-of-way, site drainage or access, and similar established development constraints is prohibited.
- Temporary use is expanded to specifically include equipment and material storage at construction sites and seasonal storage of merchandise at retailers.
- Permanent placement as accessory structures (e.g., storage sheds) is authorized for both residential and non-residential parcels, but with quantities dependent on site acreage and visibility from rights-of-way more restrictive for residential parcels.
- Foundation, tie-down, or other applicable requirements of the *Florida Building Code* or its local amendments are referenced.

Development of the ordinance. The content of the proposed ordinance has been influenced by existing provisions of other jurisdictions, both general and specific public comments, and the direction of the Planning Board. Public comment was made primarily during the scheduled public discussions and the final public hearing of the Planning Board which concluded with a recommendation for ordinance approval by the BCC. The public discussions included consideration of the following:

- **Open enforcement cases.** The proposed provisions will allow Code Enforcement to resolve several open cases, and more easily address future ones, for properties where containers have been permanently placed either without authorization or only with authorization for placement as a temporary portable storage container.

- **Existing containers.** Applicability of the proposed provisions to existing shipping containers is already addressed by the LDC. In compliance with current provisions regarding nonconforming uses and structures, any shipping container that was lawfully placed and maintained can remain as a nonconforming structure. However, given the narrow limits of prior code authorization for alternative uses of containers (e.g., temporary portable storage containers), there are not likely to be any such nonconforming structures. Encroachment into rights-of-way, location within front yards, or placement without setback from property lines would not be characteristic of nonconforming containers.
- **Residential screening.** Containers on residential parcels are only required to be nominally or practically screened from view from public rights-of-way because fence height limits in residential districts are limited to eight feet, but general purpose dry storage shipping containers are either 8.5 feet (standard) or 9.5 feet ("high cube") high. Many containers likely could not be completely screened without undue difficulty. Minimum setback from screening fencing is intended to make that screening more effective.
- **Relation to residential lot size.** The proposed maximum number of containers per lot used as single-family dwelling accessory structures is based on the same lot size ranges currently used to determine maximum accessory floor area in relation to the dwelling. The quantities increase with lot area, but not linearly, so the relationship may not appear equitable for some lot sizes.

  Alternatively, the existing ratios of accessory structure floor area are not usefully extended to shipping containers. With an area of 160 sq.ft. for a typical 20-foot x 8-foot container, the 50 percent ratio applicable to any lot less than two acres would allow five containers for a modest 1600 sq.ft. house. Additionally, there is currently no quantity limit on structures accessory to single-family dwellings.

  If necessary for clarity, the container quantity limits for residential uses based on parcel size could be made the same or similar to the linear non-residential limits (e.g., "A maximum of one container per parcel acre, but for any more than two containers the additional containers shall be screened from all off-site view. . .").

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, TO ESTABLISH REGULATIONS ALLOWING ALTERNATIVE USES OF STANDARD INDUSTRIAL SHIPPING CONTAINERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the placement, scale, and visibility of outdoor storage and accessory structures are appropriate compatibility considerations within the land use regulations of Escambia County; and

WHEREAS, large, standardized, industrial containers designed for the intermodal shipping of goods and commodities by ship, rail, and truck have become increasingly available and attractive for alternative uses; and

WHEREAS, the Escambia County Land Development Code allows industrial shipping containers to be used as portable storage containers for temporary outdoor storage, but does not authorize their use as storage sheds or other permanent residential or non-residential structures; and

WHEREAS, the Escambia County Board of County Commissioners recognizes the need to address the quantity, appearance, location, and appropriate alternative uses of industrial shipping containers, especially in residential areas;

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

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Article 7 Supplemental Use Regulations

Sec. 4-7.12 Shipping containers.

(a) General. When in compliance with the provisions of this section, shipping containers as defined herein may be placed and used for purposes other than the industrial intermodal shipping for which they were designed. The primary consideration is whether the placement will be temporary or permanent for the authorized use. As defined in Chapter 6, placement authorized for a limited time and discontinued upon expiration of that time is temporary; all other container placement is considered permanent.

(b) Container defined. For the purposes of this section, a shipping container is a standardized, reusable, and portable industrial container designed and manufactured to specifications of the International Organization for Standardization for the intermodal shipping of goods and commodities by ship, rail, and truck. A shipping container may also be known as a cargo container, ISO container, intermodal container, conex (container for export) box, or sea can.

(c) Limitations. No additional regulation of shipping containers by this section is applicable to their placement for ongoing intermodal shipping within parcels authorized for heavy commercial or industrial uses. However, the following limits apply to all authorized alternative uses and locations of shipping containers:

(1) Container type. Authorizations within this section are for alternative uses of general purpose dry storage containers, standard (8.5 ft. high) or "high cube" (9.5 ft. high), including tunnel and open side configurations, but not for any use of tank, drum, flat rack, half height, refrigerated, or other special purpose shipping containers.

(2) Other units. The authorizations for alternative uses of shipping containers do not authorize the use of truck bodies, semi-trailers, solid waste containers, tanks, or other units for any alternative uses.

(3) Habitation. No container shall be used for human habitation unless converted to habitable space in compliance with all applicable regulations and as authorized by a building permit. For these purposes, habitable space is that space within a structure designated for living, sleeping, eating, or cooking, or as habitable space may otherwise be defined by the *Florida Building Code*.

(4) Location. No container shall be located within any right-of-way, jurisdictional wetland, floodway, drainage swale, buffer, or greenbelt, and no container shall be allowed to obstruct or reduce any fire lane, fire escape, window, door, or other means of structure or site egress. Additionally, no container shall be permanently placed in any manner that creates nonconformance with regard to parking, loading, landscaping, lot coverage, or other site development standards.

(5) Appearance. Any container displayed for sale or permanently placed outdoors shall be free of all graffiti and signage.

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(6) Stacking. No container outdoors shall be stacked upon another container or otherwise raised more than eight inches above grade unless authorized by a building permit for the construction of a structure.

(7) Conflicts. As prescribed for other conflicts with LDC provisions, where this section imposes lesser restrictions than covenants or other private agreements, it is the responsibility of those parties in private agreement to enforce any greater restrictions.

(d) Temporary placement. Except for the intermodal shipping activities of authorized heavy commercial or industrial uses, the temporary outdoor placement of a shipping container may only be authorized for the following uses:

(1) Portable storage containers. Portable storage container use in compliance with the temporary uses and structures provisions in Article 7 of Chapter 4.

(2) Construction containers. Storage of construction material and equipment incidental to ongoing authorized construction activities within the parcel on which, and during the time within which, the construction has been authorized.

(3) Seasonal storage. Seasonal storage of merchandise within a parcel whose authorized principal use is the retail sales for which the merchandise is stored. For these purposes, seasonal storage is limited to containers remaining in the service of intermodal shipping, stored on the parcel for a maximum 120 days per calendar year, and placed only within parcel side or rear yard areas authorized for outdoor storage.

(e) Permanent placement. The permanent outdoor placement of a shipping container is considered a change of use for the container, from the original intermodal shipping to use as a structure, regardless of any utility connections or other modifications made to the container. Such structures shall only be authorized in compliance with applicable provisions of the *Florida Building Code*, including any amendments of the county, and all applicable provisions of the LDC.

(1) Principal structures. One or more shipping containers may be converted to a residential or non-residential principal structure, or to components of such a structure, for any uses authorized by the applicable zoning district.

(2) Accessory structures. The conversion of shipping containers to accessory structures (e.g., storage sheds) is prohibited for parcels on Perdido Key and Pensacola Beach. Elsewhere, conversion to accessory structures shall comply with the limits of this subsection for the applicable use and zoning district.

a. Residential parcels. Shipping containers may be converted to accessory structures within the following limits for parcels whose authorized principal use or development (e.g., single-family subdivision) is residential, or whose zoning district is residential (RR, LDR, MDR, or HDR):

1. Quantity. A maximum of one container on a parcel smaller than two acres (gross) and a maximum of two containers on a parcel two acres to five acres. On any parcel larger than five acres, a maximum of one

container per parcel acre; and for more than two containers on a parcel, the additional containers shall be screened from all off-site view by the same means required herein to screen from right-of-way view. The calculated number of containers may be rounded to the nearest whole unit.

2. **Setback.** On any parcel, the minimum side and rear setback for a container shall be 10 feet.

3. **Screening.** Where a container is not otherwise more completely screened by permanent structures or established evergreen vegetation, it shall be nominally screened from view from public rights-of-way by an opaque fence a minimum of six feet in height. The fence shall comply with the standards in Article 9 of Chapter 5 and the container shall be set back from the fence a minimum of 10 feet.

b. Non-residential parcels. Shipping containers may be converted to accessory structures within the following limits for parcels whose authorized principal use or development is not residential, and whose zoning district is not residential (not RR, LDR, MDR, or HDR):

1. **Quantity.** A maximum of one container per parcel acre, but at least one container for any parcel size. The calculated number of containers may be rounded to the nearest whole unit. However, there are no quantity restrictions where containers are completely screened (full container height) from view from public rights-of-way by any combination of permanent structures, established evergreen vegetation, opaque fences, or berms.

2. **Buffering.** Placement of a container on any parcel with non-conforming buffering for the principal use shall require the provision of buffering in compliance with the current landscaping standards.

Section 2. 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 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. **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
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 7, SUPPLEMENTAL USE REGULATIONS, TO ESTABLISH REGULATIONS ALLOWING ALTERNATIVE USES OF STANDARD INDUSTRIAL SHIPPING CONTAINERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the placement, scale, and visibility of outdoor storage and accessory structures are appropriate compatibility considerations within the land use regulations of Escambia County; and

WHEREAS, large, standardized, industrial containers designed for the intermodal shipping of goods and commodities by ship, rail, and truck have become increasingly available and attractive for alternative uses; and

WHEREAS, the Escambia County Land Development Code allows industrial shipping containers to be used as portable storage containers for temporary outdoor storage, but does not authorize their use as storage sheds or other permanent residential or non-residential structures; and

WHEREAS, the Escambia County Board of County Commissioners recognizes the need to address the quantity, appearance, location, and appropriate alternative uses of industrial shipping containers, especially in residential areas;

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 7, Supplemental Use Regulations, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 7 Supplemental Use Regulations

Sec. 4-7.12 Shipping containers.

(a) General. When in compliance with the provisions of this section, shipping containers as defined herein may be placed and used for purposes other than the industrial intermodal shipping for which they were designed. The primary consideration is whether the placement will be temporary or permanent for the authorized use. As defined in Chapter 6, placement authorized for a limited time and discontinued upon expiration of that time is temporary; all other container placement is considered permanent.

(b) Container defined. For the purposes of this section, a shipping container is a standardized, reusable, and portable industrial container designed and manufactured to specifications of the International Organization for Standardization for the intermodal shipping of goods and commodities by ship, rail, and truck. A shipping container may also be known as a cargo container, ISO container, intermodal container, conex (container for export) box, or sea can.

(c) Limitations. No additional regulation of shipping containers by this section is applicable to their placement for ongoing intermodal shipping within parcels authorized for heavy commercial or industrial uses. However, the following limits apply to all authorized alternative uses and locations of shipping containers:

(1) Container type. Authorizations within this section are for alternative uses of general purpose dry storage containers, standard (8.5 ft. high) or “high cube” (9.5 ft. high), including tunnel and open side configurations, but not for any use of tank, drum, flat rack, half height, refrigerated, or other special purpose shipping containers.

(2) Other units. The authorizations for alternative uses of shipping containers do not authorize the use of truck bodies, semi-trailers, solid waste containers, tanks, or other units for any alternative uses.

(3) Habitation. No container shall be used for human habitation unless converted to habitable space in compliance with all applicable regulations and as authorized by a building permit. For these purposes, habitable space is that space within a structure designated for living, sleeping, eating, or cooking, or as habitable space may otherwise be defined by the *Florida Building Code*.

(4) Location. No container shall be located within any right-of-way, jurisdictional wetland, floodway, drainage swale, buffer, or greenbelt, and no container shall be allowed to obstruct or reduce any fire lane, fire escape, window, door, or other means of structure or site egress. Additionally, no container shall be permanently placed in any manner that creates nonconformance with regard to parking, loading, landscaping, lot coverage, or other site development standards.

(5) Appearance. Any container displayed for sale or permanently placed outdoors shall be free of all graffiti and signage.

(6) Stacking. No container outdoors shall be stacked upon another container or otherwise raised more than eight inches above grade unless authorized by a building permit for the construction of a structure.

(7) Conflicts. As prescribed for other conflicts with LDC provisions, where this section imposes lesser restrictions than covenants or other private agreements, it is the responsibility of those parties in private agreement to enforce any greater restrictions.

(d) Temporary placement. Except for the intermodal shipping activities of authorized heavy commercial or industrial uses, the temporary outdoor placement of a shipping container may only be authorized for the following uses:

(1) Portable storage containers. Portable storage container use in compliance with the temporary uses and structures provisions in Article 7 of Chapter 4.

(2) Construction containers. Storage of construction material and equipment incidental to ongoing authorized construction activities within the parcel on which, and during the time within which, the construction has been authorized.

(3) Seasonal storage. Seasonal storage of merchandise within a parcel whose authorized principal use is the retail sales for which the merchandise is stored. For these purposes, seasonal storage is limited to containers remaining in the service of intermodal shipping, stored on the parcel for a maximum 120 days per calendar year, and placed only within parcel side or rear yard areas authorized for outdoor storage.

(e) Permanent placement. The permanent outdoor placement of a shipping container is considered a change of use for the container, from the original intermodal shipping to use as a structure, regardless of any utility connections or other modifications made to the container. Such structures shall only be authorized in compliance with applicable provisions of the *Florida Building Code*, including any amendments of the county, and all applicable provisions of the LDC.

(1) Principal structures. One or more shipping containers may be converted to a residential or non-residential principal structure, or to components of such a structure, for any uses authorized by the applicable zoning district.

(2) Accessory structures. The conversion of shipping containers to accessory structures (e.g., storage sheds) is prohibited for parcels on Perdido Key and Pensacola Beach. Elsewhere, conversion to accessory structures shall comply with the limits of this subsection for the applicable use and zoning district.

a. Residential parcels. Shipping containers may be converted to accessory structures within the following limits for parcels whose authorized principal use or development (e.g., single-family subdivision) is residential, or whose zoning district is residential (RR, LDR, MDR, or HDR):

1. Quantity. A maximum of one container on a parcel smaller than two acres (gross) and a maximum of two containers on a parcel two acres to five acres. On any parcel larger than five acres, a maximum of one container per parcel acre; and for more than two containers on a parcel,

the additional containers shall be screened from all off-site view by the same means required herein to screen from right-of-way view. The calculated number of containers may be rounded to the nearest whole unit.

2. **Setback.** On any parcel, the minimum side and rear setback for a container shall be 10 feet.

3. **Screening.** Where a container is not otherwise more completely screened by permanent structures or established evergreen vegetation, it shall be nominally screened from view from public rights-of-way by an opaque fence a minimum of six feet in height. The fence shall comply with the standards in Article 9 of Chapter 5 and the container shall be set back from the fence a minimum of 10 feet.

b. Non-residential parcels. Shipping containers may be converted to accessory structures within the following limits for parcels whose authorized principal use or development is not residential, and whose zoning district is not residential (not RR, LDR, MDR, or HDR):

1. **Quantity.** A maximum of one container per parcel acre, but at least one container for any parcel size. The calculated number of containers may be rounded to the nearest whole unit. However, there are no quantity restrictions where containers are completely screened (full container height) from view from public rights-of-way by any combination of permanent structures, established evergreen vegetation, opaque fences, or berms.

2. **Buffering.** Placement of a container on any parcel with non-conforming buffering for the principal use shall require the provision of buffering in compliance with the current landscaping standards.

Section 2. 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 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. **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
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14031 **Growth Management Report 11. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/03/2018
Issue: 5:47 p.m. - Cancellation of A Public Hearing Concerning the Review of an Ordinance Amending the DSM, Ch. 1 and LDC, Ch. 6
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - Cancellation of A Public Hearing Concerning the Review of an Ordinance Amending the Design Standards Manual, Chapter 1 and Land Development Code, Chapter 6

That the Board of County Commissioners (BCC) cancel the 5:47 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Design Standards Manual (DSM), Chapter 1, Article 2, Transportation, and the Land Development Code (LDC), Chapter 6, Definitions.

BACKGROUND:

The Ordinance was previously consented on April 5, 2018, and advertised on March 16, 2018, for the April 3, 2018, Planning Board (PB) Meeting and the May 3, 2018, BCC Meeting. At the PB Meeting, the Board Members voted to send the item back to the Professional Advisory Committee (PAC) for more changes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14032 **Growth Management Report 11. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/03/2018
Issue: 5:48 p.m. -Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending LDC Ch. 3, Sect. 3-2.11, Subsect. B, and Sect. 3-2.11(B)(6)
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:48 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the Land Development Code Chapter 3, Section 3-2.11, Subsection B, and 3-2.11(B)(6), to Address Industrial Uses which are Zoned HC/LI and Located Within the Mixed-Use Suburban Future Land Use Category

That the Board of County Commissioners (BCC) cancel the Public Hearing scheduled to review an Ordinance amending the Land Development Code (LDC) Chapter 3, Section 3-2.11, Subsection B, and 3-2.11(B)(6), to address Industrial Uses which are zoned HC/LI and located within the Mixed-Use Suburban (MU-S) Future Land Use (FLU) category.

BACKGROUND:
The Ordinance was previously consented on April 5, 2018, and advertised on March 21, 2018, for the April 3, 2018, Planning Board (PB) Meeting, and the May 3, 2018, BCC Meeting, but the item was pulled before the PB Meeting. Additional time was needed in the development of a final ordinance.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14034 **Growth Management Report** **11. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/03/2018
Issue: Recommendation Concerning the Review of the Comprehensive Plan Implementation Annual Report 2016/2017
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
Recommendation Concerning the Review of the Comprehensive Plan Implementation Annual Report 2016/2017

That the Board of County Commissioners (BCC) review and approve the 2016/2017 Comprehensive Plan Implementation Annual Report 2016/2017.

BACKGROUND:
As required by the Comprehensive Plan Capital Improvement Element, the Comprehensive Plan Implementation Committee (CPIC) provides an annual report of the status of growth management activities and the Capital Improvement Program (CIP) to the Planning Board. The Planning Board reviews the report and makes recommendations to the BCC for use during its deliberations on the annual budget and CIP.

BUDGETARY IMPACT:
No budgetary impact is anticipated by the approval of this report.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
No additional personnel are required for implementation of this report.

POLICY/REQUIREMENT FOR BOARD ACTION:
This Annual Report is prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan.

IMPLEMENTATION/COORDINATION:

The Development Services Department will distribute copies to all County Departments and make them available to interested citizens, after BCC approval.

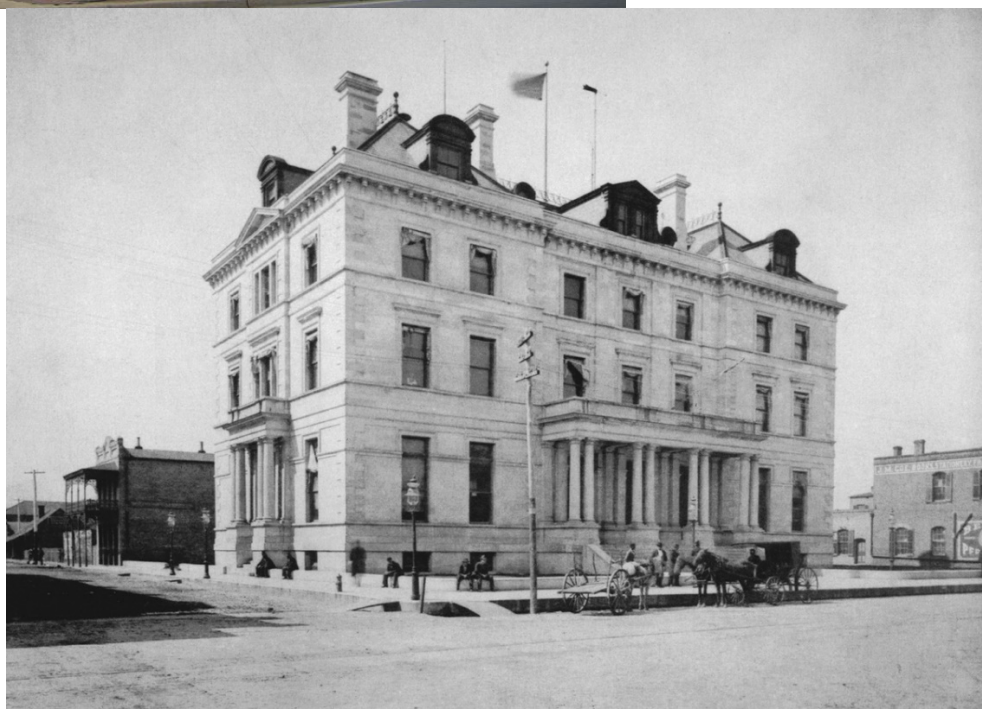
Development Services Department staff has coordinated development of the Annual report with all CPIC members.

Attachments

Annual Report 2016/2017

Escambia County Comprehensive Plan Implementation Annual Report 2016/2017





A Report of the
Comprehensive Plan Implementation Committee and the Planning Board to the
Escambia County Board of County Commissioners

March 26, 2018

EXECUTIVE SUMMARY

This Annual Report has been prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan, which requires reporting of certain data and information related to growth on an annual basis.

The purpose and intent of the Annual Report is to provide a yearly planning tool for monitoring and evaluating future implementation of the Escambia County Comprehensive Plan. The Comprehensive Plan contains policies and objectives adopted by the Board of County Commissioners to provide for “orderly growth management” and to “maintain and improve the quality of life for all citizens of the county”.

The Board of County Commissioners (BCC) adopted the 2030 Comprehensive Plan on February 2015 and the Florida Legislature adopted changes to Chapter 163 Florida Administrative Code in July, 2011.

As a result of the adopted 2030 Comprehensive Plan the following elements were to be included within the Comprehensive Plan Annual Report for 2016/2017:

General Requirements- Mobility Element, Housing Element, Coastal Management Element and Intergovernmental Coordination.

This report was prepared by the Development Services Department.

COMPREHENSIVE PLAN IMPLEMENTATION COMMITTEE MEMBERS

JACK R. BROWN, *County Administrator*

AMY L. LOVOY, *Assistant County Administrator*

Matt Coughlin, *Assistant County Administrator*

HORACE L. JONES, *Development Services Director*

JOY D. BLACKMON, P.E., *Public Works Director*

J. TAYLOR "CHIPS" KIRSCHENFELD, *Natural Resources Management Director*

STEPHAN D. HALL, *Budget Manager, Budget Office*

MIKE D. WEAVER, *Public Safety Director*

PATRICK T. GRACE, *Fire Chief*

TAMYRA JARVIS, *Corrections Director*

PAOLO GHIO, Executive Director/Director of Environmental and Developmental Services, *Santa Rosa Island Authority*

Annual Report Prepared By:

Development Services Department

ALLYSON CAIN, *Urban Planner II*

CALEB MACCARTEE, *Urban Planner II*

JOHN FISHER, *Senior Planner*

JUAN LEMOS, Senior *Planner*

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1.0 MOBILITY ELEMENT

MOB 4.2.3 Interlocal Agreement. *An interlocal agreement to determine the details of the coordination between the Navy and Escambia County shall include, but not be limited to, the individual responsibilities of the County and the Navy; the method by which the navy will appoint a Planning Board representative; the length of the term of appointment; the details of the coordination required to produce, receive and transmit any Navy comments to the State; establish who will be responsible for forwarding the comments; the method by which the Navy will apprise the County of any available grants and the details to be reported on the Annual Report on Comprehensive Plan Implementation. The Military Interlocal Agreement became effective September 2003*.

The Interlocal agreement was reviewed for compliance and approved by the County Administrator and current Board of County Commissioners in December 2015. All joint projects that will be addressed by the County and the Navy will meet the requirements of the Interlocal agreement. The Navy's representative continues to participate in the decision making process of the Planning Board.

MOB 4.2.7 Infrastructure Impact Report*. A formal information exchange between the County, FDOT, Emerald Coast Utilities Authority (ECUA), and other utility service providers in the area will be established to explore the growth-inducing impacts of utility expansion and infrastructure improvements within the AIPD overlay areas in relation to the JLUS recommendations. Annual reporting of the status of the planned utility expansion and infrastructure improvements will be included in the Comprehensive Plan Implementation Annual Report.*

The calculations used during this reporting period with the AIPD Overlay Areas will be used as the baseline figures to track utility and infrastructure improvements in future reports.

MOB 4.2.8 Annual Assessment. *Pursuant to Florida Statutes and beginning in Fiscal Year 2004/2005, the County will conduct an annual assessment of the effectiveness of the criteria adopted pursuant to Florida Statutes, in achieving compatibility with military installations in areas designated as AIPDs. This assessment will be based on a compilation of data for the calendar year and will compare the current year's development with the previous years' development relevant to the following in each AIPD:*

a. Single-family residential building permits in each AIPD area based on the number of permits issued and broken down by APZ and AIPD area.

b. Number of residential units (high density) approved and permitted.

c. Extension of sewer and water lines in the AIPD Overlay areas as reported by ECUA (or relevant potable water distributors).

d. Number of units approved in preliminary and final subdivision plats.

e. Number of site plans for commercial projects approved.

f. Number of communication towers approved.

g. Number of variances and/or conditional use requests and approvals.

h. Number of rezoning requests/approvals.

i. Number of future land use amendments.

The intent is to measure the increase or decrease in residential development activity within the AIPDs to determine the effectiveness of the measures adopted to control residential density and encourage commercial development, as recommended by the JLUS. The County will review the collected data to ensure compliance with the intent of the JLUS recommendations. In addition, an analysis of the collected data over a period of time will assist in determining what future changes may be required to enhance or improve the County's efforts to control encroachment on the military installations. The reports will be included in the Annual Comprehensive Plan Implementation Report and will be further analyzed for inclusion in the Evaluation and Appraisal of the Comprehensive Plan required every seven years.

Planning District	Zone	Total Dwelling Units Approved in Prelim Plats	Total Dwelling Units Approved In Final Plats	Commercial Site Plans Approved	Residential Bldg Plans Approved	Residential Site Plans Approved	Commercial Towers Approved	Variances	Conditional Use	Rezone Approval	Future Land Use Amendment
AIPD-1	AREA A	0	0	0	0	0	0	0	0	0	0
	AREA B	0	0	0	0	0	0	0	0	0	0
	APZ-1	0	0	0	0	0	0	0	0	0	0
	APZ-1 NASP	0	0	0	0	0	0	0	0	0	0
	APZ-2	0	0	0	0	0	0	0	0	0	0
	APZ-2 NASP	0	0	0	0	0	0	0	0	0	0
	CZ	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0
AIPD-2		0	0	3	0	0	0	0	0	0	0
AIPD-1	AREA B	237	0	0	0	0	0	0	0	0	0
AIPD-2		399	0	1	0	0	0	0	0	0	0

2.0 HOUSING ELEMENT

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

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.*

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

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.

OBJ COA 1.3 Population Evacuation

COA 1.3.8 Development Impact Analysis. The Comprehensive Plan Implementation Annual Report will include an analysis of proposed and new developments' impact on hurricane evacuation times. The BCC, upon receipt of the report from the LPA, will address any deficiencies identified in the report and take corrective measures as necessary. The report and recommendations will consider the actual development that has occurred during the evaluation period (preceding 12 months) as well as the projected development anticipated to be approved during the succeeding evaluation period. The needed corrective actions by the BCC will maintain or reduce the County's adopted roadway clearance time.

The Florida Division of Emergency Management, Division of Community Planning and Department of Transportation, in coordination with the WFRPC, have developed the Florida Statewide Regional Evacuation Study Program for the West Florida Region. This report updates the region's evacuation population estimates, evacuation clearance times and public shelter demands. Originally released on October 5, 2010, the study covers Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton and Washington counties and their respective municipalities, and is updated as needed. There is multiple County and State transportation projects that take into account the State mandated evacuation times, as part of their development, based on the established regional evacuation modeling process. In coordination between Emergency Management, Traffic and Development Services departments, the County strives to maintain pre-established roadway clearing times for evacuation. A copy of the Evacuation Study can be viewed in its entirety at this location: http://www.wfrpc.org/programs/evacuation-study

COA 1.4.6 Intergovernmental Task Force. *An Intergovernmental Task Force, as outlined in the Post Disaster Redevelopment Plan, will foster cooperation between local governments during pre-disaster planning, post-disaster mitigation analysis, and redevelopment. Additionally, the task force will be activated and mobilized for a minimum of 60 days following a disaster declaration. The task force will make recommendations concerning pre-disaster planning, post-disaster mitigation analysis, and redevelopment for inclusion in the Comprehensive Plan Implementation Annual Report of every fiscal year during which it was mobilized.*

Projects related to the April 29, 2014 Flood Event Escambia County has worked on:

85 completed out of 86 - FEMA Projects (# Project Worksheets – Federal Emergency Management Agency); 1 FEMA project is still active.

5 of the 6 are ongoing- HMGP Projects (Hazard Mitigation Grant Program) were awarded by FDEM for FEMA grant are active ongoing projects.

One (1) of the projects was withdrawn due to acquisition failure. One (1) is a Global Match Project utilized to leverage as match funding. One (1) is awaiting grant modification to initiate.

19 completed out of 19 projects - FHWA/FDOT Projects (Florida Highway Administration / Florida Department of Transportation.

7 out of 7 completed- NRCS (Natural Resource Conservation Service) Emergency Watershed Protection Projects. As of October 2016, all 7 have completed construction and the County has been reimbursed our portion of the grant award.

Additional Capital Improvement Projects:

60 complete out of 155 projects LOST funded or supplemental funding sources; 95 projects are still active

OBJ COA 2.3 Beach and Dune Protection

COA 2.3.3 Beach and Shoreline Regulations. Escambia County will protect beach and shoreline systems. These regulating provisions will be reviewed annually for the Comprehensive Plan Implementation Annual Report and updated as necessary to address concerns and issues including, but not limited to, the following:
a. "White Sand" regulations;
b. Shoreline protection zone;
c. CCCL-related regulations;
d. Dune replenishment, enhancement, and re-vegetation programs;
e. Wetland and environmentally sensitive area regulations.

The regulating provisions have been reviewed by the environmental staff and no updates were necessary. The most recent update, in 2005, established the 1975 Costal Construction Control Line (CCCL) as Shoreline Protection Zone 1 for construction on

the south side of the Barrier Islands, fronting the Gulf of Mexico. There are numerous beach and shoreline projects aimed at the protection and enhancement of our natural resources.

Chapter 5 General Requirements.
Section 5.06 Population projections.
This ordinance is based upon permanent and seasonal population estimates and projections, which must either be those provided by the University of Florida's Bureau of Economic and Business Research or generated by the local government based upon a professionally acceptable methodology. Population projections will be updated annually with the most current projections available.

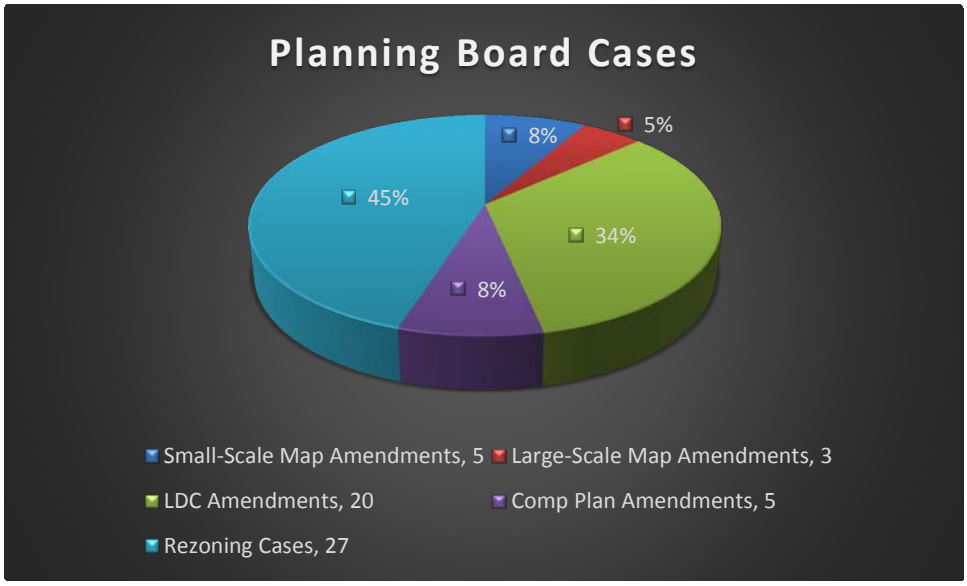
2020–2045, with Estimates for 2017							
County and State	**Estimates April 2017**	***Projections, April 1***					
		2020	**2025**	**2030**	**2035**	**2040**	**2045**
ESCAMBIA	**313,381**						
LOW		308,700	309,800	310,000	308,700	306,300	303,300
MEDIUM		320,300	330,300	337,600	343,300	347,900	352,000
HIGH		332,700	351,300	368,100	383,100	398,600	413,300
https://www.bebr.ufl.edu/sites/default/files/Research%20Reports/projections_2018.pdf							

4.0 INTERGOVENMENTAL COORDINATION

ICE 1.3.4 **Growth and Development Trends.** As per the Interlocal Agreement, the local governments will provide the School Board with their Comprehensive Plan Implementation Committee Annual Report on growth and development trends within their jurisdiction. To the extent feasible, the reports should be provided in a geographic information system-compatible format for the purpose of geo-referencing the information.

This report will be in tabular, graphic, and textual formats and will include data and summaries as requested by the LPA.

Growth & Development Trends FY 2016/2017

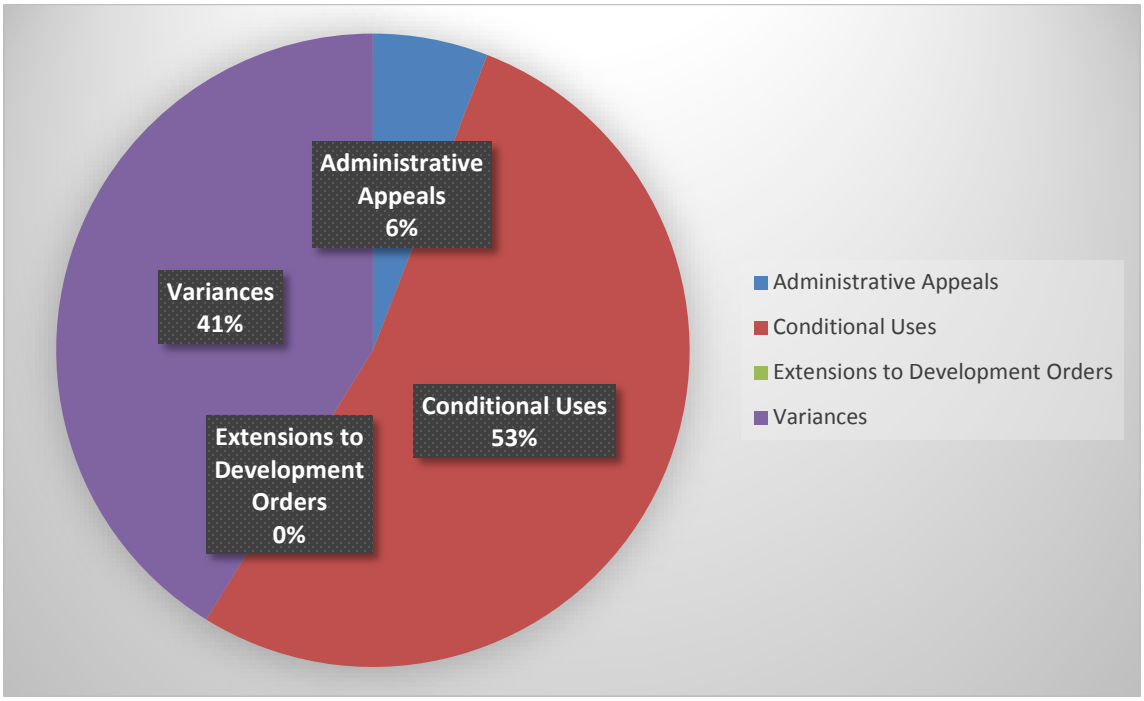


DRC PROJECTS FISCAL YEAR 2016-2017			
Final Plat	**10**	**Preliminary Plat/Construction Plan**	**12**
Minor Subdivisions	**6**	**Construction Plans**	**7**
Masterplan	**3**	**Major Site Plans**	**68**
Preliminary Plat	**9**	**Minor Site Plans**	**14**
		Borrow Pits	**3**
TOTAL			**132**

Escambia County Board of Adjustment Cases

(October 1, 2016 - September 30, 2017)

CASE TYPE	
Administrative Appeals	1
Conditional Uses	9
Extensions to Development Orders	0
Variances	7



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14033 **Growth Management Report 11. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/03/2018
Issue: Schedule of Public Hearings
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. May 17, 2018

5:45 p.m. - A Public Hearing - HC/LI Residential and Industrial Use Changes Ordinance (first of two public hearings)

Summary: LDC amendment to reduce HC/LI limits on residential uses, and to remove HC/LI prior-zoning limits on microbreweries and like uses.

B. June 7, 2018

1. 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 May 1, 2018.

a. Case No.:	**Z-2018-04**
Address:	1529 Ora Drive and Behind 1529 Ora Drive
Property Reference No.:	29-2S-31-2002-000-000 and 29-2S-31-2202-000-002
From:	LDR, Low Density Residential district (four du/acre) and HDMU, High Density Mixed-use districst (25 du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Tom Hammond, Agent for Dog Track Developers, LLC, Owner
b. Case No.:	**Z-2018-05**

Address:	5900 W Nine Mile Road
Property Reference No.:	06-1S-31-4402-000-000
From:	Com, Commercial district (25 du/acre) and 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:	1
Requested by:	Cynthia Mather, Agent for Airplane Services, Inc., Owner

c. Case No.: SPZ-2018-01

Address:	6355 Mockingbird Lane
Property Reference No.:	35-1S-30-7117-000-000
Current Zoning:	MDR, Medium Density Residential district (10 du/acre)
To Allow:	A Mobile Home in MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Request by:	Wanda French-Hawkins, Agent for Jason Hawkins, Owner

2. 5:46 p.m. - A Public Hearing - Removing Density Bonus Ordinance

Summary: On November 2, 2017, the BCC adopted an Ordinance eliminating residential density Bonuses from the Land Development Code (LDC). This ordinance is removing other references to density bonuses still remaining in the LDC.

3. 5:47 p.m. - A Public Hearing - HC/LI within MU-S Ordinance

Summary: LDC amendment to address consistency of certain permitted uses within the HC/LI zoning district when located within the MU-S Future Land Use category. This action is remedial in nature following DEO's recent determination in DEO Case Number 18-003.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14050 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/03/2018
Issue: Not exceeding $55,000,000 Palm Beach County Health Facilities Authority Retirement Communities Revenue Bonds, Series 2018 (ACTS Retirement)
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling and Advertising of a TEFRA Public Hearing Concerning the Issuance by the Palm Beach County Health Facilities Authority of Retirement Communities Revenue Bonds on Behalf of ACTS Retirement-Life Communities - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board authorize the scheduling and advertising of a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for 5:34 p.m., on May 17, 2018, for consideration of authorizing the issuance by the Palm Beach County Health Facilities Authority (the “Issuer”) of not to exceed $55,000,000 in Retirement Communities Revenue Bonds (the “Bonds”) on behalf of ACTS Retirement-Life Communities, Inc., a Pennsylvania nonprofit corporation (or one of its affiliates, the "Borrower"). The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

BACKGROUND:

The proposed Bonds are to be issued by the Issuer to pay the costs of (i) the current refunding, refinancing and/or restructuring of all or a portion of a certain revolving line of credit issued by Bank of America, N.A. to the Borrower; (ii) financing or refinancing (including through reimbursement) the costs of the acquisition, construction, equipping and improvement of existing and additional facilities at four properties of the Borrower located within the State of Florida, including Azalea Trace, a property located in the County (the "Azalea Trace Property"), (iii) the funding of any reserve funds, (iv) the funding of any capitalized interest, and (v) the financing of some or all of the costs of issuance (collectively, the "Project"). The Bonds do not constitute the debt or indebtedness of the

County within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida, and shall not constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers. The Azalea Trace Property is located at 10100 Hillview Drive, Pensacola, FL 32514-5759 and includes the following existing facilities: 320 independent living units, central facilities, 50 assisted living units and an 82-bed medical care facility. The Project includes making miscellaneous capital improvements and renovations and the acquisition of capital equipment, including, but not limited to, renovations and upgrades to residential living units, health care facilities and common areas, the acquisition of new plant equipment, and other facility enhancements, including specifically the renovation and expansion of the assisted living and skilled nursing facility and exterior enhancements including a welcome house and loop road (collectively, the "Azalea Trace Project"). Currently Azalea Trace employs 276 people and with the completion of the Azalea Trace Project, additional employment opportunities will be created for up to eight people. The Azalea Trace Project includes utilizing contract labor consisting of a work force which will vary from 20 -50 people during the construction period.

BUDGETARY IMPACT:

The County will not be required to make any payments or incur any costs for the Bonds. The County shall be also be reimbursed by the Borrower for out of pocket expenses as outlined in Chapter 46, Article VII, of the County's Code of Ordinances (the "Conduit Bonds Ordinance").

LEGAL CONSIDERATIONS/SIGN-OFF:

JoLinda Herring, Bryant Miller Olive P.A., the County's Bond Counsel, will review the documents on behalf of the County to insure that the County has no liability or obligation under the Bonds.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance.

IMPLEMENTATION/COORDINATION:

None.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14045 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/03/2018
Issue: Hazmat Equipment Transfer from Ocean City-Wright Fire Control and Okaloosa County Fire Rescue Organization
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property from Ocean City-Wright Fire Control District and Okaloosa County Fire Rescue Organization to the Escambia County Board of County Commissioners - Mike Weaver, Public Safety Department Director

That the Board take the following action regarding the acquisition of Hazmat Fire Equipment from Ocean City-Wright Fire Control District and Okaloosa County Fire Rescue:

A. Authorize the transfer of the Hazmat Equipment listed on the State of Florida Property Action Form to be transferred to Escambia County Fire Rescue; and

B. Authorize Mike D. Weaver, Escambia County Public Safety Director, to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

WARNING: This Property Action Form includes a hold harmless and indemnification provision. The County Attorney advises against agreeing to these provisions because they may require the County to pay for damages, injuries, and expenses that the County is not otherwise legally obligated to pay.

BACKGROUND:

Escambia County Fire-Rescue provides Hazardous Materials Response Team. This team receives funding and equipment through the Department of Homeland Security and the State of Florida Division of Emergency Management. Recently Okaloosa County has disbanded their Hazardous Materials Response Team which received funding and equipment through these same sources. The listed equipment will be transferred through the State and will greatly enhance the capabilities of ou response team.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

At the request of Stephen West, Assistant County Attorney, the following statement must be noted:

WARNING: This Property Action Form includes a hold harmless and indemnification provision. The County Attorney advises against agreeing to these provisions because they may require the County to pay for damages, injuries, and expenses that the County is not otherwise legally obligated to pay.

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

Property Action Form

Property Action Form (2)

Property Action Form

STATE OF FLORIDA

STATE DOMESTIC SECURITY
EQUIPMENT and LOGISTICS SUB-COMMITTEE

Agencies that purchase equipment with ANY federal funding are required to tag assets and maintain a Capital Asset/Equipment Inventory as per Code of Federal Regulations 44:13.32 and comply with federal audit regulations as per OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This form must be completed for equipment with a purchase price of $1,000 *(State of Florida vs. Federal amount)* or above when disposing, surplusing, transfering, donating or reporting loss of federal assets.

A subgrantee must inform the SAA within 30 days PRIOR TO transferring or disposing of equipment. Subgrantees must submit all such changes on this Equipment Transfer/Disposal Form.

The following equipment was purchased with federal funds under grant year 2007-2017 and the following grant fund:

(Check one) ☒ **SHSP** ☐ **PSIC** ☐ **BYRNE JAG** ☐ **IECGP** ☐ **REAL ID** ☐ **UASI**

☐ **TSGP** ☐ **LETP** ☐ **CCP** ☐ **USFA** ☐ **EMPG** ☐ **OPSG** ☐ **PSGP** ☐ _____

Equipment is being: ☒ Transferred ☐ Donated ☐ Disposed/Surplus ☐ Missing

Transferring Entity (Agency, Address, Phone & POC)	Receiving Entity (Agency, Address, Phone & POC)
Ocean City-Wright Fire Control District and Okaloosa County Fire Rescue Organization 233 Racetrack Rd. NE Fort Walton Beach, FL 32547 Phone: 850-862-1185 POC: William Lord, Fire Chief	Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502 Phone: 850-471-6411 POC: Michael Weaver, Public Safety Director

SELECT ONE OPTION:

☒ ☐ If Transferred or Donated, New Location and Price Paid: Escambia County Fire Rescue Transfer $0

☐ If Disposed of, Date and Location: _____

☐ If Missing, Reason and Known Date: _____

A. Transferring Entity agrees to the following conditions:

1. Purchase the identified equipment and transfer of said equipment to the Receiving Entity.
2. The identified items that the Receiving Entity will receive are as follows.
3. Provide a copy of this form to FDEM Domestic Preparedness Unit within two weeks of transfer/disposal.

Description of Item *(Use spreadsheet for amore than 6 items)*	Manufacturer	Serial No.	Depreciated Fair Market Value
See attached for detailed list of equipment			$
			$
			$
			$
			$
			$

B. Receiving Entity agrees to the following conditions:

1. Will provide all necessary installation costs, insurance, maintenance, calibration, repair, and replacement of parts for the equipment received.
2. Will be responsible for providing all proper training and technical support to those assigned to use the equipment provided through this program.
3. May not seek additional DHS funds for the sustainment, maintenance, training, or replacement of this acquired equipment.
4. The Receiving Entity agrees to hold harmless and indemnify the Transferring Agency, its officers, agents, and employees, from and against all actions, suits damages, liability, or other proceedings, which may arise as a result of performing services hereunder or utilizing equipment provided under this program.
5. The Receiving Entity agrees to respond upon request and provide all necessary equipment and expertise under the SMAA or other State Mutual Aid Agreement, to the counties and government subdivisions of the State of Florida in the event of a terrorist/WMD incident or suspected incident if requested.

C. Amendment Provisions: This document contains the entire agreement between the parties and is subject to and will be construed under the State of Florida, and may only be amended in writing, signed by both parties.

In Witness, hereto the parties signify their agreement by affixing their signatures.

Transferring Entity Representative Signature | Printed Name | Date

Receiving Entity Representative Signature | Printed Name | Date

Upon completion and signatures by all parties, mail a copy of this form to:
State of Florida
Office of the Governor
Division of Emergency Management
Domestic Security Contract Unit
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:
DEPUTY CLERK

NOTE: Equipment cannot be sold for profit. Contact the SAA, or see CFR 44 13:32 for more information about disposal and sale of equipment. Any funds realized from the auction or transfer of surplus equipment purchased with federal funds MUST be returned to the Federal Government/Department of Homeland Security.

REVISED: March 2017

Approved as to form and legal sufficiency.

By/Title:

Date: 4/4/18

Ocean City-Wright Fire Control District

March 15, 2018

Escambia County Equipment Transfer

1 - Lakeland Level "A" Suit, SN 93542	$500.00
1 - Lakeland Level "A" Suit, SN 70857	$500.00
1 - Lakeland Level "A" Suit, SN 70992	$500.00
1 - DuPont Level "A" Suit, SN M785N1QDP	$500.00
1 - DuPont CWA Level "A" Suit, SN M278N0VIZ	$500.00
1 - DuPont Level "A" Plus Flash Suit, SN M90UN1EF5	$500.00
1 - HazCat 2.0,SN KT2011	$4000.00
1 - MSA Sirius 4-Gas, SN A2-2245	$200.00
1 - MSA Sirius 4-Gas, SN A2-2290	$200.00
1 - MSA Sirius 4-Gas, SN A2-2217	$200.00
1 - Smith Detection LCD 3.3, SN C2B00891	$9000.00
1 - HazMat CAD, SN 080323002	$9000.00
1 - Smith Detection HazMat ID, SN 03821009K	$40000.00
1 - Smith Detection Gas ID, SN G0059111161	$35000.00
2 - Skedco Mass Casualty Stretchers D421413	$200.00
3 - Husky Portable Decontamination Containment Pools	$250.00
1 - Charlies Litter System	$250.00

Transferring Agency Signature

Receiving Agency Signature

Approved as to form and legal sufficiency.

By/Title: County Attorney

Date:

~~ATTEST: PAM CHILDERS~~
~~CLERK OF THE CIRCUIT COURT~~

~~BY:~~ ~~DEPUTY CLERK~~

233 Racetrack Road, N.E., Fort Walton Beach, FL 32547, (850) 862-1185 Fax (850) 862-6224

Property Action Form

STATE OF FLORIDA

STATE DOMESTIC SECURITY
EQUIPMENT and LOGISTICS SUB-COMMITTEE

Agencies that purchase equipment with ANY federal funding are required to tag assets and maintain a Capital Asset/Equipment Inventory as per Code of Federal Regulations 44:13.32 and comply with federal audit regulations as per OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This form must be completed for equipment with a purchase price of $1,000 *(State of Florida vs. Federal amount)* or above when disposing, surplusing, transfering, donating or reporting loss of federal assets.

A subgrantee must inform the SAA within 30 days PRIOR TO transferring or disposing of equipment. Subgrantees must submit all such changes on this Equipment Transfer/Disposal Form.

The following equipment was purchased with federal funds under grant year 2000 - 2005 and the following grant fund:

(Check one) ☐ SHSP ☐ PSIC ☐ BYRNE JAG ☐ IECGP ☐ REAL ID ☐ UASI

☐ TSGP ☐ LETP ☐ CCP ☐ USFA ■ EMPG ☐ OPSG ☐ PSGP ☐ _____

Equipment is being: ■ Transferred ☐ Donated ☐ Disposed/Surplus ☐ Missing

Transferring Entity (Agency, Address, Phone & POC)	Receiving Entity (Agency, Address, Phone & POC)
Okaloosa County Fire Rescue Organization 233 Racetrack Rd. NE Fort Walton Beach, FL 32547 Phone: 850-862-1185 POC: William Lord, Fire Chief	Escambia County Board of County Commissioners 221 Palafox Pl, Pensacola, FL 32502 Phone: 850-471-6411 POC: Michael Weaver, Public Safety Director

SELECT ONE OPTION:

■ ☐ If Transferred or Donated, New Location and Price Paid: Escambia County Fire Rescue Transfer $0

☐ If Disposed of, Date and Location: _____

☐ If Missing, Reason and Known Date: _____

A. Transferring Entity agrees to the following conditions:

1. Purchase the identified equipment and transfer of said equipment to the Receiving Entity.
2. The identified items that the Receiving Entity will receive are as follows.
3. Provide a copy of this form to FDEM Domestic Preparedness Unit within two weeks of transfer/disposal.

Description of Item *(Use spreadsheet for amore than 6 items)*	Manufacturer	Serial No.	Depreciated Fair Market Value
See attached for detailed list of equipment			$
			$
			$
			$
			$
			$

B. Receiving Entity agrees to the following conditions:

1. Will provide all necessary installation costs, insurance, maintenance, calibration, repair, and replacement of parts for the equipment received.
2. Will be responsible for providing all proper training and technical support to those assigned to use the equipment provided through this program.
3. May not seek additional DHS funds for the sustainment, maintenance, training, or replacement of this acquired equipment.
4. The Receiving Entity agrees to hold harmless and indemnify the Transferring Agency, its officers, agents, and employees, from and against all actions, suits damages, liability, or other proceedings, which may arise as a result of performing services hereunder or utilizing equipment provided under this program.
5. The Receiving Entity agrees to respond upon request and provide all necessary equipment and expertise under the SMAA or other State Mutual Aid Agreement, to the counties and government subdivisions of the State of Florida in the event of a terrorist/WMD incident or suspected incident if requested.

C. Amendment Provisions: This document contains the entire agreement between the parties and is subject to and will be construed under the State of Florida, and may only be amended in writing, signed by both parties.

In Witness, hereto the parties signify their agreement by affixing their signatures.

Transferring Entity Representative Signature | Printed Name | Date

Receiving Entity Representative Signature | Printed Name | Date

Upon completion and signatures by all parties, mail a copy of this form to:
State of Florida
Office of the Governor
Division of Emergency Management
Domestic Security Contract Unit
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

NOTE: Equipment cannot be sold for profit. Contact the SAA, or see CFR 44 13.32 for more information about disposal and sale of equipment. Any funds realized from the auction or transfer of surplus equipment purchased with federal funds, MUST be returned to the Federal Department of Homeland Security.

REVISED: March 2017



Okaloosa County
Fire/Rescue Organization

April 6, 2018

Escambia County Equipment Transfer

1- 2000 Pierce Specialty Vehicle VIN 4P1CT02S0YA000241	$30,000.00

_____

Transferring Agency Signature

_____

Receiving Agency Signature

233 Racetrack Road, N.E., Fort Walton Beach, FL 32547, (850) 862-1185 Fax (850) 862-6224

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13995 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/03/2018
Issue: Request for Disposition of Property
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Commander Selina Barnes, Interim Corrections Director

That the Board approve the Request for Disposition of Property Form for the Corrections Department, listing two items. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be returned to the manufacturer for a credit to be utilized at a later date.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The property listed on the attached Request for Disposition of Property has been checked and declared to be of no further use to the County. Due to a change in equipment utilized to support the video visitation services at the Jail, the IT department has determined that the units kept in reserve were no longer compatible with the updated equipment. For this reason, the Corrections Department wishes to return the units to the manufacturer for an 80% credit of the current price. The credit can then be applied to the purchase of the updated video visitation units.

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:

Once approved, the department will coordinate the return of the items to the manufacturer for credit.

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections COST CENTER NO: 290406

Whitney C. Lucas DATE: 01/22/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Whitney C Lucas Phone No: 850-595-3114

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	63657	Video Visitation Module	NA	RS-HW-5.6-1000	2017	Unused
Y	63658	Video Visitation Module	NA	RS-HW-5.6-1000	2017	Unused

Disposal Comments: Items will be returned to manufacturer for an 80% credit

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: X Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 04/10/2018

FROM: Escambia County Department Director (Signature): Cindy Barnes #2000

Director (Print Name): Selina L. Barnes

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-14051 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/03/2018
Issue: Request for Disposition of Property
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Clerk & Comptroller's Office - Pam Childers, Clerk of the Circuit Court and Comptroller

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Clerk Disposal Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Clerk of Court & Comptroller COST CENTER NO: Archives Division

Pam Childers, Clerk of the Circuit Court & Comptroller DATE: April 18, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara Cowen Phone No: 595-4830

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	50120	ALOS MICROFICHE PRINTER	32047893	Z40	2003	OBSOLETE
Y	53841	ALOS MICROFICHE READER	170786	22E	2006	OBSOLETE

Disposal Comments: BCC Recycling and/or Auction

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: 4-18-18

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk of the Circuit Court & Comptroller

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: Clerk of Court & Comptroller COST CENTER NO: Archives Division

Pam Childers, Clerk of the Circuit Court & Comptroller DATE: April 18, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara Owen Phone No: 595-4830

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49761	MICROFICHE SCANNER	33006253	MSP6000	2001	OBSOLETE
Y	49762	MINOLTA MICROFICHE PRINTER	31180094	MSP3000	2001	OBSOLETE
Y	50045	CANNON MICROFICHEREADER	AB306167	MS400	2001	OBSOLETE
Y	50056	CANON MICROFICHE READER	AG306794	MS400	2002	OBSOLETE
Y	50118	ALOS MICROFICHE READER	170576	Z22	2003	OBSOLETE
Y	50119	ALOS MICROFICHE READER	170577	Z22	2003	OBSOLETE

Disposal Comments: BCC Recycling and/or Auction

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: 4-18-18

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk of the Circuit Court & Comptroller

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: Clerk of Court & Comptroller COST CENTER NO: Finance Division

Pam Childers, Clerk of the Circuit Court & Comptroller DATE: April 16, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara B. Cowen Phone No: 595-4830

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53855	SHREDMASTER- SHREDDER	GBC-175370	5550-X	2006	BROKEN

Disposal Comments: Broken unusable - Auction and/or recycling program recommended

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: _____

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk of the Circuit Court & Comptroller

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-14053 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/03/2018
Issue: Request for Disposition of Property - Recommend Authorization Be Given to Dispose Obsolete Equipment
From: Kris Blom, IT Supervisor
Organization: State Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Office of the State Attorney to Dispose of Obsolete Equipment/Computers - Kris Blom, IT Supervisor, Office of the State Attorney

That the Board approve the nine Request for Disposition of Property Forms for the Office of the State Attorney for equipment/computers that have reached the end of their service life and are now of no value. Due to the condition of the items, which are described and listed on the Request Forms, it is requested that they be declared surplus and disposed of properly.

BACKGROUND:
IT equipment purchased from Article 5 funding by Office of State Attorney.

BUDGETARY IMPACT:
None.

LEGAL CONSIDERATIONS/SIGN-OFF:
Approved by Kris Blom, IT Supervisor, Office of State Attorney.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

Recommend Escambia County pick up items for disposal. Please coordinate with Kris Blom.

Attachments

osa-disposal-forms-9

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: _____ COST CENTER NO: 410306

Kris Blom DATE: 4/30/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E48791	Bay Networks Switch	NEP0145138	ARN	00	OBSOLETE
Y	E51663	HP Switch	STW24700653	Procurve 2724	03	OBSOLETE
Y	E52485	3 Com Switch	72JF2Q0000194	2824	03	OBSOLETE
Y	E52486	3 Com Switch	72JF2Q0000316	2824	03	OBSOLETE
Y	E52487	3 Com Switch	72JF2S0000649	2824	03	OBSOLETE
Y	E52488	3 Com Switch	72JF2S0000878	2824	03	OBSOLETE

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/30/2018 Information Technology Technician Signature: Stacey King

Date: 4/30/2018

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Kris Blom

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: _____ COST CENTER NO: 410306

Kris Blom DATE: 4/30/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. [signature] Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E52489	3 Com Switch	72JF2S0000611	2824	03	Obsolete
Y	E53657	Lexmark Printer	9924CCK	T634	05	Obsolete
Y	E54547	Lexmark Printer	70943KK	T644	05	Obsolete
Y	E54665	Dell Laptop	66Y6W81	D510	05	Obsolete
Y	E55074	Lexmark Printer	S7908324	T644	06	Obsolete
Y	E55731	Dell Desktop	6BTQHC1	GX520	07	Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King
Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/30/2018 Information Technology Technician Signature: Stacey King

Date: 4/30/2018

FROM: Escambia County Department Director (Signature): K. [signature]

Director (Print Name): Kris Blom

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: _____ COST CENTER NO: 410306

Kris Blom DATE: 4/30/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. B Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E55869	Dell Desktop	5D08QC1	Optiplex GX520	07	Obsolete
Y	E56046	Dell Laptop	H45MBD1	Latitude D520	07	Obsolete
Y	E56064	Dell Desktop	FJFC1D1	Optiplex 745	07	Obsolete
Y	E56069	Dell Laptop	JFM04D1	Latitude D520	07	Obsolete
Y	E56369	Dell Desktop	1XVZLD1	Optiplex GX745	07	Obsolete
Y	E56474	Dell Desktop	D9HZFD1	Optiplex 745	07	Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/30/2018 Information Technology Technician Signature: Stacey King

Date: 4/30/2018

FROM: Escambia County Department Director (Signature): K. B

Director (Print Name): Kris Blom

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: _____ COST CENTER NO: 410306

Kris Blom DATE: 4/30/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E56482	Dell Desktop	5CHZFD1	Optiplex 745	07	Obsolete
Y	E56795	Dell Desktop	1XJB0F1	Optiplex 755	07	Obsolete
Y	E56796	Dell Desktop	2XJB0F1	Optiplex 755	07	Obsolete
Y	E56797	Dell Desktop	JWJB0F1	Optiplex 755	07	Obsolete
Y	E56798	Dell Server	4MY50F1	Poweredge 1950	07	Obsolete
Y	E56891	Lexmark Printer	7914NMZ	T644N	07	Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/30/2018 Information Technology Technician Signature: Stacey King

Date: 4/30/2018

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

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: _____ COST CENTER NO: 410306

Kris Blom DATE: 4/30/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E57827	Dell Server	15MZTG1	Poweredge 2950	08	Obsolete
Y	E57863	Cisco Router/Switch	FTX1205Y1H4	1841	80	Obsolete
Y	E57864	Cisco Router/Switch	FTX1205A4R7	2851	08	Obsolete
Y	E57869	Cisco Router/Switch	FTX1208A1EV	2821	08	Obsolete
Y	E58514	Dell Laptop	H6H9WL1	Latitude E6500	10	Obsolete
Y	E58519	Dell Laptop	G6H9WL1	Latitude E6500	10	Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/30/2018 Information Technology Technician Signature: Stacey King

Date: 4/30/2018

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

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: _____ COST CENTER NO: 410306

Kris Blom DATE: 4/30/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. B Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E58549	Dell Laptop	6YCT1M1	Latitude E6500	10	Obsolete
Y	E58550	Dell Laptop	90FT1M1	Latitude E6500	10	Obsolete
Y	E58552	Dell Laptop	64CT1M1	Latitude E6500	10	Obsolete
Y	E58553	Dell Laptop	ZYCT1M1	Latitude E6500	10	Obsolete
Y	E58565	Dell Laptop	4FCT1M1	Latitude E6500	10	Obsolete
Y	E58571	Dell Laptop	D0DT1M1	Latitude E6500	10	Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacy King
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/30/2018 Information Technology Technician Signature: Stacy King

Date: 4/30/2018

FROM: Escambia County Department Director (Signature): K. B

Director (Print Name): Kris Blom

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: _____ COST CENTER NO: 410306

Kris Blom DATE: 4/30/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. B Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E58572	Dell Laptop	9FCT1M1	Latitude E6500	10	Obsolete
Y	E58577	Dell Tape Drive	JVCB6K1	Power Vault 124T	10	Obsolete
Y	E58578	Dell Server	5SQH5M1	Poweredge 2970	10	Obsolete
Y	E58994	Dell Laptop	C039YN1	Latitude E6510	11	Obsolete
Y	E58996	Dell Laptop	HY29YN1	Latitude E6510	11	Obsolete
Y	E58997	Dell Laptop	9339YN1	Latitude E6510	11	Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/30/2018 Information Technology Technician Signature: Stacey King

Date: 4/30/2018

FROM: Escambia County Department Director (Signature): K. B

Director (Print Name): Kris Blom

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: _____ COST CENTER NO: 410306

Kris Blom DATE: 4/30/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E58999	Dell Laptop	BG39YN1	Latitude E6510	11	Obsolete
Y	E59000	Dell Laptop	FT39YN1	Latitude E6510	11	Obsolete
Y	E59001	Dell Laptop	7T39YN1	Latitude E6510	11	Obsolete
Y	E59002	Dell Laptop	FY29YN1	Latitude E6510	11	Obsolete
Y	E59036	Dell Laptop	8WCH3Q1	Latitude E6510	11	Obsolete
Y	E59038	Dell Laptop	DDCH3Q1	Latitude E6510	11	Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/30/2018 Information Technology Technician Signature: Stacey King

Date: 4/30/2018

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Kris Blom

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: _____ COST CENTER NO: 410306

Kris Blom DATE: 4/30/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): K. Blom Phone No: 850-595-4228

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E59039	Dell Laptop	6MCH3Q1	Latitude E6510	11	Obsolete
Y	E59430	Dell Laptop	5XCFBS1	Latitude E6520	12	Obsolete
Y	E60756	Dell Laptop	422PXY1	Latitude E6530	13	Obsolete
Y	E61016	Dell Laptop	4V5DTZ1	Latitude E6530	14	Obsolete
y	E59061	Ricoh Copier	020911A	8075	11	Obsolete

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): Stacey King
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/30/2018 Information Technology Technician Signature: Stacey King

Date: 4/30/2018

FROM: Escambia County Department Director (Signature): K. Blom

Director (Print Name): Kris Blom

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-14004 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/03/2018
Issue: Request for Disposition of Property
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Public Works Department - Joy Jones, P.E., Public Works Department Director

That the Board approve the four Request for Disposition of Property Forms for the Public Works Department, listing six items. The Request Forms have been signed by all applicable authorities.

BACKGROUND:
The Request Forms have been signed by all applicable authorities.

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 Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

request forms and backup

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: **Clerk & Comptroller's Finance Department**

FROM: Disposing Department: Road Department COST CENTER NO: 210405

Maribelle Van Brussel DATE: 3/15/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle Van Brussel Phone No: 937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	38067	FORD TRACTOR	BC8574	E441C/6610	1991	POOR

Disposal Comments: ...NOT OPERABLE...TO OLD AND COSTLY TO REPAIR. USED FOR PARTS

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: 3/15/18

FROM: Escambia County Department Director (Signature): [signature]

Director (Print Name): James Higdon

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: Road Department COST CENTER NO: 210405

Maribelle Van Brussel DATE: 3/15/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	43905	16' STEP VAN	1GBJP32J6N3309165	CHEVY 3500	1996	POOR

Disposal Comments: VAN WAS FLOODED

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: 3/15/18

FROM: Escambia County Department Director (Signature):

Director (Print Name): James Higdon

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: Road Department COST CENTER NO: 210405

Maribelle Van Brussel DATE: 3/15/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	32198	Outboard Motor	0A193452	20 HP	1996	POOR

Disposal Comments: MOTOR WILL NOT CRANK ....TO BE AUCTIONED

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: 3/15/18

FROM: Escambia County Department Director (Signature):

Director (Print Name): James Higdon

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: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 2/5/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-932-4935

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	33946	22' TRAILER	1E9VPCTBH1021074	TANDEM		STOLEN
	58827	SCAG MOWER	E3901660	STT6W-29D		STOLEN
	58826	SCAG MOWER	E3901539	STT6W-29D		STOLEN

Disposal Comments: STOLEN...SEE ATTACHED POLICE REPORT

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: 2/5/18

FROM: Escambia County Department Director (Signature):

Director (Print Name): JAMES HIGDON

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

GENERAL LIABILITY
ACCIDENT/INCIDENT/LOSS REPORT

THIS REPORT TO BE COMPLETED BY ESCAMBIA COUNTY SAFETY OFFICE PERSONNEL

Risk Management
221 Palafox Place, Suite 200
Pensacola, FL 32502

TYPE OF INCIDENT/ACCIDENT		
	MOTOR VEHICLE ACCIDENT	COMPLETE SECTIONS 1, 2, 5, 6, 7
	PUBLIC INVOLVEMENT (PERSONAL OR PROPERTY)	COMPLETE SECTIONS 1, 3, 5, 6, 7
	DAMAGE TO COUNTY PROPERTY	COMPLETE SECTIONS 1, 4, 5, 6, 7
X	LOSS/THEFT/VANDALISM OF COUNTY PROPERTY	COMPLETE SECTIONS 1, 4, 5, 6, 7
	OTHER:	COMPLETE APPROPRIATE SECTIONS, INCLUDING SECTIONS 6 AND 7

DATE OF OCCURRENCE: **6-14-16 or 6-15-16**	TIME: **Between 6pm-4:54am**
LOCATION OF INCIDENT/ACCIDENT:	
6775 Mobile Hwy	

1. EMPLOYEE INFORMATION						
EMPLOYEE NAME: **N/A**				EMPLOYEE CLASSIFICATION: **N/A**		
DEPARTMENT: **Public Works**		DIVISION: **Roads**		SUPERVISOR: **Reggie Smith**		
WAS EMPLOYEE DRUG TESTED?		YES		NO	WHEN/WHERE? **N/A**	
				DRUG TEST FORM NUMBER		

2. MOTOR VEHICLE ACCIDENT			
COUNTY VEHICLE NO:		NATURE AND EXTENT OF DAMAGE TO COUNTY VEHICLE:	
TYPE OF VEHICLE:			
COUNTY DRIVER:		INJURIES?	
PASSENGER:		INJURIES?	
PASSENGER:		INJURIES?	
PASSENGER:		INJURIES?	

INVESTIGATING AGENCY:		INVESTIGATING OFFICER/ REPORT NO. :(Attach a copy of report)			
DAMAGE TO OTHER VEHICLE:		PRIVATE		COMMERCIAL	
		SECOND COUNTY VEHICLE		OTHER:	
TAG NO (INCLUDE COUNTY & STATE):			VEHICLE TYPE:		
DESCRIBE INJURIES, IF ANY:					
NATURE AND EXTENT OF DAMAGE:					
INSURANCE POLICY NUMBER:					
INSURANCE COMPANY NAME & ADDRESS:					

OPERATOR NAME/ADDRESS	OWNER NAME/ADDRESS (IF OTHER THAN OPERATOR)

CITING AGENCY:		EMPLOYEE	VIOLATION:
		CITIZEN	VIOLATION:

3-A PUBLIC INVOLVEMENT (PERSONAL INJURY)			
CODE	CITIZEN'S NAME	ADDRESS:	PHONE NO.:

INJURY CODES: 1=NONE OR TREATMENT REFUSED. 2=FIRST AID. 3=MEDICAL ONLY. 4=HOSPITALIZED. 5=FATAL. 6=UNKNOWN

DESCRIPTION OF INJURIES:

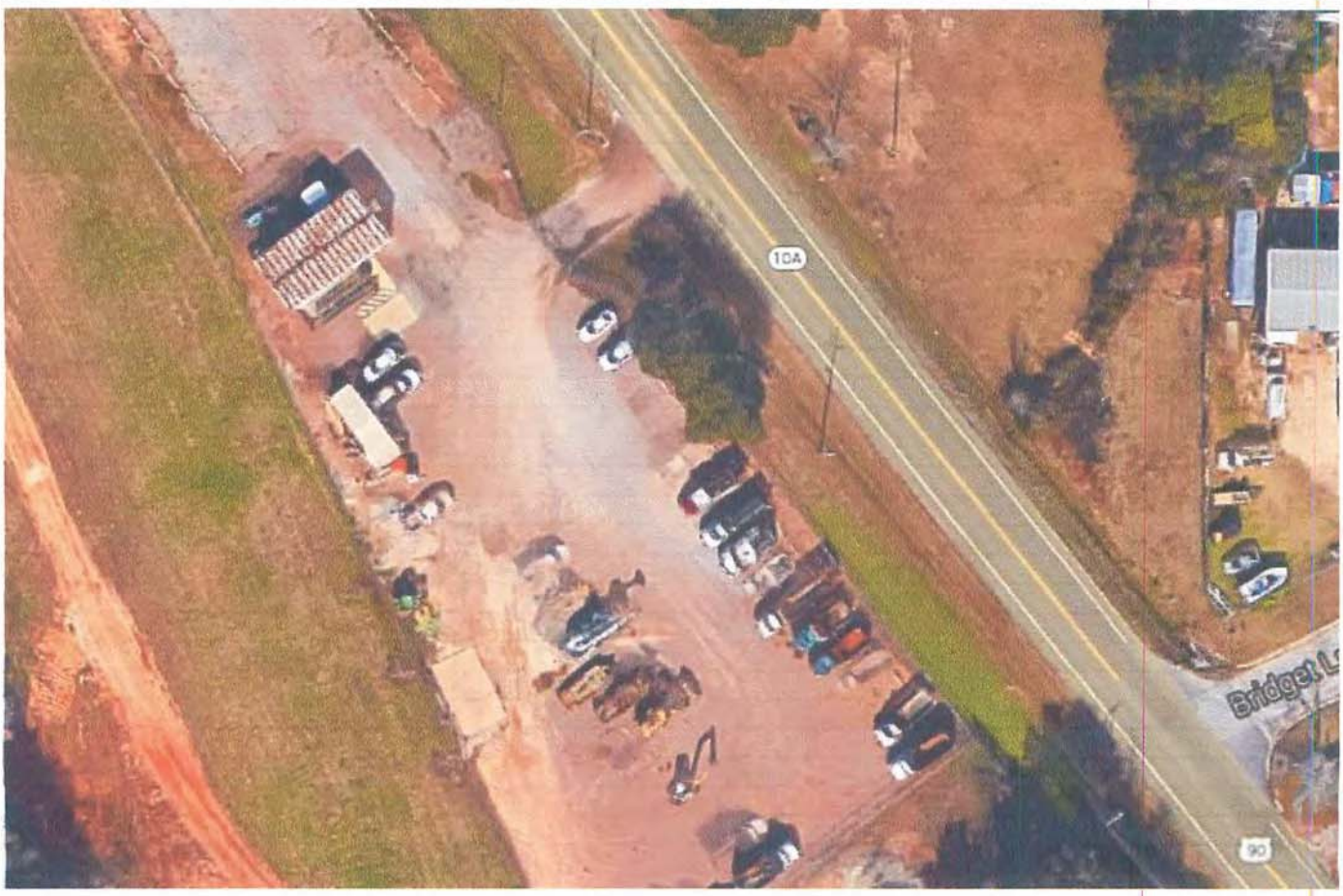
3-B PUBLIC INVOLVEMENT (PRIVATE PROPERTY DAMAGE)		
CITIZEN'S NAME	ADDRESS:	PHONE NO.

TYPE OF EQUIPMENT/EXTENT OF DAMAGE:

4. DAMAGE TO OR LOSS OF COUNTY PROPERTY			
MATERIALS AND/OR EQUIPMENT DAMAGED, DESTROYED, LOST OR STOLEN			
NO. OF ITEMS	NAME OF ITEM	DESCRIPTION	COUNTY NO.
1	Trailer	22ft Tandem Trailer Ser#EQVPCTBH1021074	$2,500
2	Scag Z Turn Mowers	Model STT6W-29DFI-SS & Ser#E3901660 & E3901539	$10,479.99 each
4	Stihl Weedeaters	Model Stihl HT250	$481.86 each

5. WITNESSES TO ACCIDENT/INCIDENT			
	NAME	ADDRESS	TELEPHONE
1	None		
2			
3			
4			

6. DETAILS OF ACCIDENT/INCIDENT
DIAGRAM OF ACCIDENT/INCIDENT: (INCLUDE STREET NAMES, SPECIFIC LOCATION, TRAVEL DIRECTIONS) INDICATE NORTH WITH A DIRECTIONAL ARROW.



DESCRIPTION OF ACCIDENT/INCIDENT:				
Employee arrived to start shift and found lock on gate cut and equipment gone.				
WEATHER CONDITIONS:		X		NOT A FACTOR

7-A. INVESTIGATOR'S COMMENTS & ANALYSIS				
RECOMMENDED CORRECTIVE ACTION:				
	TRAINING REQUIRED		TOPIC FOR SAFETY MEETING	
	REVIEW EQUIPMENT DESIGN		REVIEW OF DEPARTMENTAL PROCEDURES	
	RECOMMEND INCIDENT REVIEW BOARD		REFER TO ANOTHER DEPT. FOR ACTION	
X	OTHER: **Recommend installation of video surveillance system**			
COMMENTS:				
Location has had multiple break ins and has constant visitation by criminals on work release crews.				

7-B. INVESTIGATOR'S DETERMINATION		
EMPLOYEE	CHECK AS APPROPRIATE	CITIZEN
	NOT RESPONSIBLE	
X	SIMPLE NEGLIGENCE (CARELESSNESS)	
	GROSS NEGLIGENCE (DERELICTION OF DUTIES/RESPONSIBILITIES)	X
COMMENTS:		
Area should have installed security measures but regardless the action was criminal in nature by citizens.		

COMPLETED BY: (PRINT)	CLASSIFICATION:	SIGNATURE:	DATE:
MARCUS FAULKNER	**RISK ANALYST**	Marcus Faulkner	**6-23-16**

INCIDENT REVIEW BOARD?		YES		NO
RISK MANAGER: (PRINT) **ROBERT DYE**		SIGNATURE:		DATE:

February 5, 2011

SUPERVISOR'S ACCIDENT/LOSS INVESTIGATION REPORT

Dept.: PUBLIC WORKS						Division: ROADS			
Exact Location:6775 Mobile Hwy						Date of Occurrence:		Time:	Date Reported:
On Escambia County Property?	X	Yes		No		6-15-2016		4:54 AM	6-15-2016

PERSONAL INFORMATION	PROPERTY DAMAGE
Employee: N/A	Property Damaged: Stolen Equipment
Title/Classification:	Estimated Cost: / Actual Cost:
Part of Body Affected:	Nature of Damage:
Nature of Injury/Illness:	Object/Equipment/Substance inflicting damage:
Object/Equipment/Substance inflicting injury or illness:	Law Enforcement Agency Report Completed? __X__ Yes ____ No __X__ Attached ____ N/A

Was employee sent for drug testing?		Yes		No	When/Where:		

DESCRIPTION

Describe clearly how the accident occurred: (Attach additional sheet, if needed) On 6-15-2016 at approx.4:50AM I received a call from employee Kip Klinger stating that lock was cut and gate was open at Mobile Pit. He stated that trailer and 2 Zero Turns were gone. Upon further investigation Mr. Klinger also noticed lock was cut and 4 weedeaters were gone from CRA trailer. Escambia County Sheriffs Dept. was called.

Was Personal Protective Equipment (PPE) available?		Yes		No	X	Not applicable			
Was Personal Protective Equipment (PPE) utilized?		Yes		No	X	Not applicable			
	First Aid Only		Medical Treatment Required		Treated and Released, Returned to work same shift				
	Hospitalized	Name of Physician or Hospital:			Expected Date of Return to Work:				

ANALYSIS

What acts, failures to act and/or conditions contributed most directly to this accident? (Immediate cause).

	Equipment Failure		Human Error		Other: _____

Explain:

Was the accident preventable by the employee?		Yes		No

Explain:

PREVENTION

What action has or will be taken to prevent reoccurrence? Place an "X" by items completed.

1.	
2.	
3.	

Supervisor Completing Report: Printed Name	Reggie Smith	Signature:	Reggie Smith	Date:	6-16-16
Bureau/Division Review: Printed Name	A. A. Reyes	Signature:	A. A. Reyes	Date:	6-16-16
Risk Management Review By: Printed Name		Signature:		Date:	

ESCAMBIA COUNTY SHERIFF'S OFFICE
PROPERTY THEFT LIST

PAGE_____ OF_____

16-015996
OFFENSE NUMBER

Escambia County Road Department	6700 Mobile Highway	554-0718
Victim's Name	Location of Offense	Victim's Phone Number
Grand Theft	6-16-16	J. Horn 387
Type of Offense	Date of Offense	Reporting Officer

INSTRUCTIONS: TYPE OF PRINT – List type of item, make, model and serial number or physical description. (i.e. size, color, material, design, men's, women's, children). **JEWELRY:** Identify by type of metal (yellow gold, silver, platinum, etc.). Indicate the type, size, weight, shape and color of stones, etc. **GUNS:** List manufacturer, model, serial number, caliber, length of barrel, color of weapon and stock, etc. **ELECTRONICS:** List make, model, serial number, color or B&W, size of screen, etc. Number each item. Use more than one line if needed.

	ITEM	BRAND	MODEL #	SERIAL #	DESCRIPTION	VALUE
	Trailer	22' Tandem		1E9VPCTB1H1021074		$2,500
58827	Mower	Scag	STT61V-29D	FT-55/E350	660 Zero Turn	$10,479.99
58826	Mower	Scag	STT61V-29D	FT-55/E350	539 Zero Turn	$10,479.99
130603	Weedeater	Stihl	Stihl HT250			481.86
130604	Weedeater	Stihl	Stihl HT250			481.86
130605	Weedeater	Stihl	Stihl HT250			481.86
130607	Weedeater	Stihl	Stihl HT250			481.86

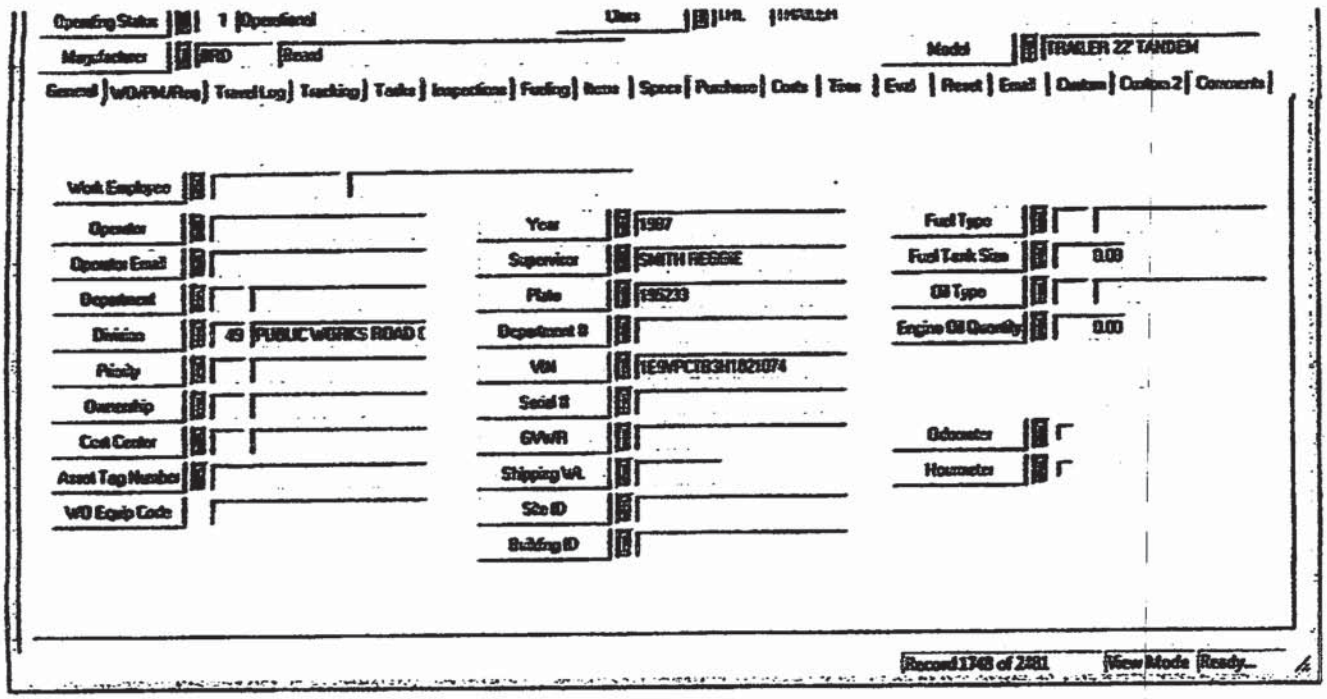
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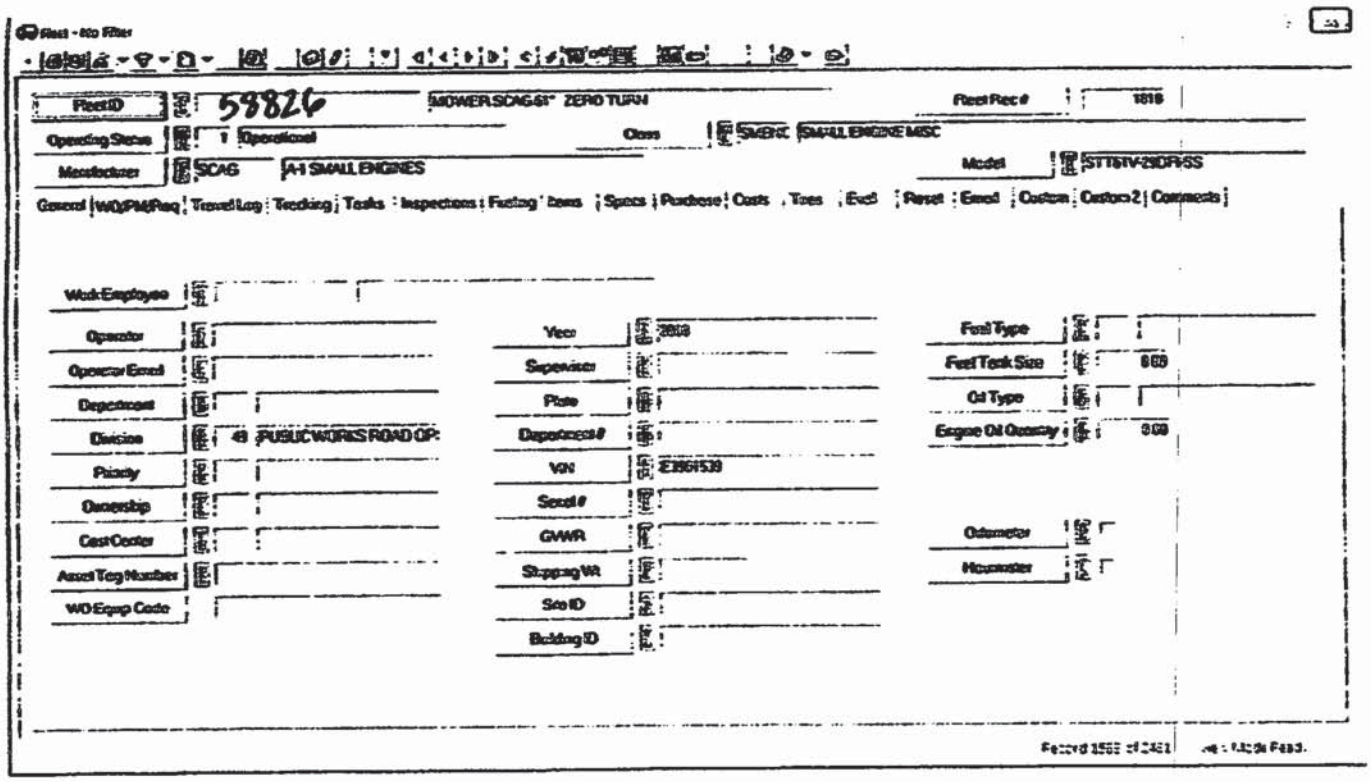
NOTE: F.S.S.837.06 FALSE OFFICIAL STATEMENTS: *Whoever knowingly makes a false statement in writing with intent to mislead a public servant in the performance of his official duty shall be guilty of a MISDEMEANOR of the 2nd degree.*

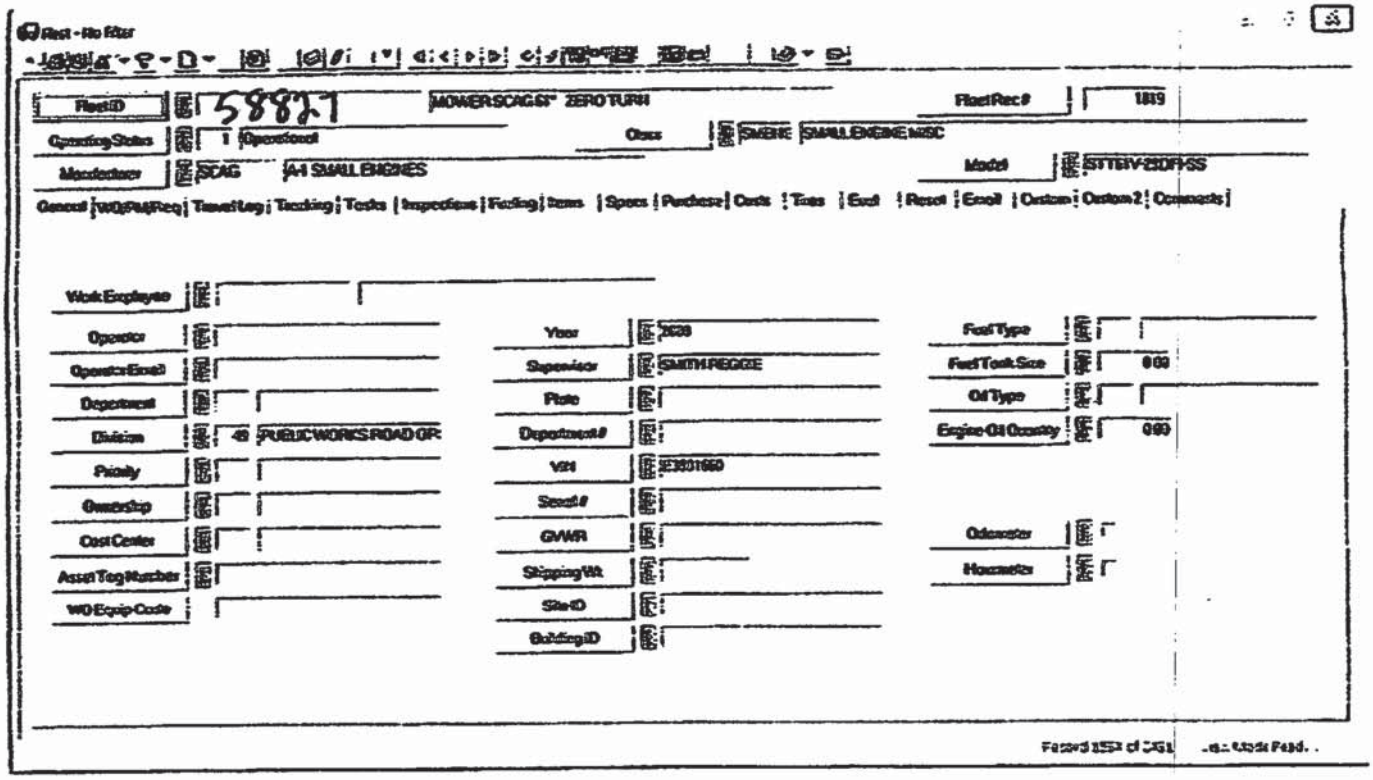
Reggie Smith 6/15/16
VICTIM'S SIGNATURE DATE

Total of this page: _____ Total of back page_____
Grand Total _____

ESO-301 (01/2011)


Operating Status
1 Operational
Class
Manufacturer
FRD
Ford
Model
TRAILER 22' TANDEM
General
WO/PM/Req
Travel Log
Tracking
Tasks
Inspections
Fueling
Items
Specs
Purchases
Costs
Time
Eval
Reset
Email
Custom
Custom 2
Comments
Work Employee
Operator
Operator Email
Department
Division
49
PUBLIC WORKS ROAD
Priority
Ownership
Cost Center
Asset Tag Number
WO Equip Code
Year
1997
Supervisor
SMITH REGGIE
Plate
Department 2
VIN
Serial #
GVWR
Shipping Wt.
Site ID
Building ID
Fuel Type
Fuel Tank Size
0.00
Oil Type
Engine Oil Quantity
0.00
Odometer
Hourmeter
Record 1748 of 2481
View Mode
Ready...


Fleet ID
58826
MOWER SCAG 61" ZERO TURN
Fleet Rec #
1818
Operating Status
1 Operational
Class
SMEQ
SMALL ENGINE MISC
Manufacturer
SCAG
A-1 SMALL ENGINES
Model
STT61V-29DFI-SS
General
WO/PM/Req
Travel Log
Tracking
Tasks
Inspections
Fueling
Items
Specs
Purchase
Costs
Taxes
Exct
Reset
Email
Custom
Custom2
Comments
Work Employee
Operator
Operator Email
Department
Division
49
PUBLIC WORKS ROAD OP
Priority
Ownership
Cost Center
Asset Tag Number
WO Equip Code
Year
2018
Supervisor
Plate
Department #
VIN
E1964539
Serial #
GVWR
Shipping Wt
Site ID
Building ID
Fuel Type
Fuel Tank Size
865
Oil Type
Engine Oil Quantity
8.00
Odometer
Hourmeter


Fleet - No Filter
FleetID
58827
MOWER SCAG 61" ZERO TURN
Fleet Rec #
1819
Operating Status
1 Operational
Class
SMENG
SMALL ENGINE MISC
Manufacturer
SCAG
A-1 SMALL ENGINES
Model
STTIEV-28DFI-SS
General
WO/Pull/Req
Travel Log
Tracking
Tasks
Inspections
Fueling
Items
Specs
Purchase
Costs
Taxes
Exch
Reset
Enroll
Custom
Custom 2
Comments
Work Employee
Operator
Operator Email
Department
Division
49
PUBLIC WORKS ROAD DR
Priority
Ownership
Cost Center
Asset Tag Number
WO Equip Code
Year
2020
Supervisor
SMITH,REGGIE
Plate
Department #
VIN
Serial #
GVWR
Shipping Wt
Site ID
Building ID
Fuel Type
Fuel Tank Size
000
Oil Type
Engine Oil Capacity
000
Odometer
Hourmeter

TO: M. FAULKNER FROM: CRIMINAL RECORDS - OFFICIAL 01/22/2016 - KLG
REDACTED PER FSS 119.071(5)(a); 119.071(2)(c)

OFFENSE REPORT **ESCAMBIA COUNTY SHERIFF'S OFFICE**
ECSO16OFF015996 Printed On: **06/24/2016 @ 08:29**

Offense Number	Offense Description	CAD Incident No
ECSO16OFF015996	**79-0 THEFT: GRAND**	**ECSO16CAD127546**

Range of	**06/14/2016 16:45**	Reported	Arrived	Completed
Occurrence:	**06/15/2016 04:45**	**06/15/2016 05:02**	**06/15/2016 05:23**	**06/15/2016 06:21**

ADDRESS OF OCCURRENCE

No.	Di	Street	A/L	City	ST	Zip
6700		**MOBILE HWY**		**PENSACOLA**	**FL**	**32526**

(GEO) (Latitude / Longitude)
4 - 08 - A - **30.477717 / -87.309062**

Business **ESCAMBIA COUNTY ROAD DEPT** MBI ID: **ECSO16MBI000864**
Business Type: **Victim**

No.	Di	Street	A/L	City	ST	Zip
6700		**MOBILE HWY**		**PENSACOLA**	**FL**	**32526**

(GEO) (Latitude / Longitude)
4 - 08 - A - **30.477717 / -87.309062**

PERSONS

[RP/REP PERSON] MNI ID:

CHARGES/OFFENSES

Statute: **806.13.1b1** Counts : **1** UCR: **2900** NCIC :

Charge : **DAMAGE PROP-CRIM MISCH**
Desc : **200 DOLS AND UNDER**
General Offense Code... (GOC) : **N Not Applicable**
Arrest Charge Level.....(ACL) : **M Misdemeanor**
Arrest Charge Degree...(ACD) : **S Second Degree**
Arrest Offense Number.(AON) : **2907**

Statute: **812.014.2b1** Counts : **1** UCR: **230G** NCIC :

Charge : **LARC**
Desc : **20K DOLS LESS THAN 100K DOLS**
General Offense Code... (GOC) : **N Not Applicable**
Arrest Charge Level.....(ACL) : **F Felony**

Arrest Charge Degree...(ACD) : **S Second Degree**
Arrest Offense Number.(AON) : **2399**

VEHICLES

[**B SV**] **TRAILER- VEHICLE** Vehicle Record For : **ECSO16MBI000864** [**ESCAMBIA COUNTY ROAD DE**

Year	Make	Model	*Body Style	Doors	Tag No	State
1987				**0**	**195233**	**FL**

Decal #	Expires	VIN	Value	Dispatcher
		1E9VPCTB3H1021074	**$2,500.00**	**836/**

Body Color:
Body **Yellow**
Top
Bot

Other Description
20' X 6' TRAILER/OPEN
Ownership Verified By Other Verification

License Plate Color:
Letters
Background

INSURANCE INFORMATION Policy Number:
Insurer Name: Insurer Phone Number:
No. Di Street A/L City State Zip

TOW INFORMATION Towed By :
Towed To :

Distinctive Features:
(If Any) :

Condition of Vehicle: Area Stolen:
Date Recovered: Recovery Value: **$0.00** Recovery Code:

PROPERTY ITEMS [S]=Stolen [*]=Stolen/Recovered [M]=Missing [L]=Lost [D]=Damaged/Destroyed
[F]=Found [Z]=Seized [C]=Counterfeited/Forged [U]=Unknown

Code Article	Model No.	Brand	Value
S TOOLS	**HT250**	**STIHL**	**$481.86**
Description			Quantity
WEEDEATER			**0**
NCIC Code Serial No.	Owner Applied Number	Receipt Number	

Code Article	Model No.	Brand	Value
S TOOLS	**HT250**	**STIHL**	**$481.86**
Description			Quantity
WEEDEATER			**0**
NCIC Code Serial No.	Owner Applied Number	Receipt Number	

Code Article	Model No.	Brand	Value
S LAWN EQUIPMENT	**STT61V29DFISS**	**SCAG**	**$10,479.99**
Description			Quantity
ZERO TURN 2008 61 IN			**0**
NCIC Code Serial No. **E3901660**	Owner Applied Number	Receipt Number	

Code Article	Model No.	Brand	Value
S TRAILER			**$2,500.00**
Description			Quantity
TRAILER,22",TANDEM			**0**
NCIC Code Serial No. **1E9VPCTBH1021074**	Owner Applied Number	Receipt Number	

Code Article	Model No.	Brand	Value
D EQUIPMENT/TOOL			**$20.00**
Description			Quantity
PADLOCKS			**3**
NCIC Code Serial No.	Owner Applied Number	Receipt Number	

Code Article	Model No.	Brand	Value
S TOOLS	**HT250**	**STIHL**	**$481.86**
Description			Quantity
WEEDEATER			**0**
NCIC Code Serial No.	Owner Applied Number	Receipt Number	

Code Article	Model No.	Brand	Value
S EQUIPMENT/TOOL	**STT61V29DFISS**	**SCAG**	**$10,479.99**
Description			Quantity
TURF TIGER 2008 61 IN ZERO TURN			
NCIC Code Serial No. **E3901539**	Owner Applied Number	Receipt Number	

Code Article	Model No.	Brand	Value
S EQUIPMENT/TOOL		**STIHL**	**$481.86**
Description			Quantity
WEEDEATER			**1**

OFFENSE REPORT **ESCAMBIA COUNTY SHERIFF'S OFFICE**
ECSO16OFF015996 Printed On: **06/24/2016 @ 08:29**

NCIC Code	Serial No.	Owner Applied Number	Receipt Number

TOTALS -	**S:**	**$25,387.42**	***:**	**$0.00**	**M:**	**$0.00**	**L:**	**$0.00**
	D:	**$20.00**	**F:**	**$0.00**	**Z:**	**$0.00**		

< NARRATIVE >

< END OF NARRATIVE >

Report Last Modified 06/21/2016 02:08








MACK











BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13888 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/03/2018
Issue: Schedule a Public Hearing to Consider the Petition to Vacate the Eastern Portion of Kersey Road
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate the Eastern Portion of Kersey Road - Joy Jones, P.E., Public Works Department Director

That the Board take the following action:

A. Authorize the scheduling of a Public Hearing for June 7, 2018, at 5:31 p.m., to consider the vacation of the unopened and unmaintained right-of-way portion of Kersey Road, on the Board's own motion; and

B. Authorize the expenditures of funds for all costs associated with this vacation.

[Funding Source: Funding for legal advertisements and document recordings, available in Fund 175, "Transportation Trust Fund," Cost Center 211602, Object Code 54901, will cover all costs associated with the vacation request]

BACKGROUND:

Escambia County maintains a portion of Kersey Road from Reeders Lane to Pine Forest Road (approximately 1,010 feet.) However, a portion of Kersey Road, which has never been maintained by Escambia County, is unopened and extends from Interstate Court westward for approximately 0.40 miles. Joel and Mary Jane Havener are property owners who have access to the unopened portion of Kersey Road.

According to a lawsuit filed by them, the Haveners purchased real property located at 2201 Kersey Road on or about February 16, 2012. The lawsuit

contends that they were given inaccurate information by their seller, their title company, and various real estate agents as to the status of the unopened, private section of Kersey Road. In their suit filed in Escambia County, they allege that the foregoing parties negligently provided them information that Kersey Road was county-maintained, inducing them to buy this real property.

Escambia County, however, had no participation in this purchase and made no representations to the Haveners other than posting on its website the information that the portion of Kersey Road from Reeders Lane to Pine Forest Road was county-maintained.

The purpose of this Vacation is to confirm, by Board action, what has already been established through county policy - that the portion of Kersey Road which abuts the Haveners' property is an unopened right-of-way and has never been county-maintained. There are no encroachment issues involved with this Vacation request.

Per Board action on January 18, 2018, Agenda Item 13519 on the County Attorney's Report, the Board approved a mail-out radius of 500 feet for notification purposes.

BUDGETARY IMPACT:

Funding for legal advertisements and document recordings, available in Fund 175 "Transportation Trust Fund," Cost Center 211602, Object Code 54901, will cover all costs associated with the Vacation request.

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney Charles V. Peppler is representing Escambia County in the litigation brought by the Haveners.

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 date and time will be advertised, and all owners of property within 500 feet will be notified.

Attachments

BCC January 18, 2018
BCC March 15, 2018
Aerial Map
Notification Map

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION – Continued

2. Recommendation: That the Board take the following action concerning the vacation of the unopened right-of-way portion of Kersey Road, on the Board's own motion:

   A. Direct the Department of Public Works to Schedule a Public Hearing to consider the vacation of the unopened right-of-way portion of Kersey Road; and

   B. Authorize the expenditure of funds for all costs associated with this vacation.

   Approved 4-0, with Commissioner Robinson having left the meeting

III. FOR INFORMATION

1. Recommendation: That the Board accept the informational report [as provided] concerning Beach Club Towers Home Owners' Association v. Chris Jones, Property Appraiser and Scott Lunsford, Tax Collector, et al., Case No. 2015 CA 002021, and Portofino Tower Three Homeowners' Association v. Chris Jones, Property Appraiser and Scott Lunsford, Tax Collector, et al., Case No. 2015 CA 002017.

   No action taken

VERBAL ITEM ADDED TO THE AGENDA – COMMISSIONER STEVEN BARRY

1. Recommendation: That the Board waive the permit and inspection fees going back to Tuesday the 16th through the end of January.

   Approved 4-0, with Commissioner Robinson having left the meeting

   For Information: On January 4, 2018, the Board approved the waiver of permitting and inspection fees for plumbing permits obtained for repairs resulting from damage caused by the recent hard freeze, for fourteen (14) days, beginning January 1, 2018, and ending at close of business on January 14, 2018 (Commissioner Barry's Add-on Item Number 2).

ANNOUNCEMENTS – None.

ADJOURNMENT – Chairman Bergosh declared the Meeting adjourned at 7:52 p.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13519 **County Attorney's Report 11. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 01/18/2018
Issue: Direct Department of Public Works to Schedule a Public Hearing to Consider the Vacation of Unopened Right-of-Way Portion of Kersey Road
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Directing Department of Public Works to Schedule a Public Hearing to Consider the Vacation of the Unopened Right-of-Way Portion of Kersey Road, on the Board's Own Motion.

That the Board take the following action concerning the vacation of the unopened right-of-way portion of Kersey Road on the Board's own motion:

A. Direct the Department of Public Works to Schedule a Public Hearing to consider the vacation of the unopened right-of-way portion of Kersey Road; and

B. Authorize the expenditure of funds for all costs associated with this vacation.

BACKGROUND:

The County maintains a portion of Kersey Road from Reeders Lane to Pine Forest Road in the approximate length of 1,010 feet. However, a portion of Kersey Road is unopened and extends from Interstate Court westward for approximately .40 miles. This unopened portion of Kersey Road has never been maintained by Escambia County. Joel and Mary Jane Havener are property owners who have access to the unopened portion of Kersey Road.

According to a lawsuit filed by them, the Haveners purchased real property located at 2201 Kersey Road on or about February 16, 2012, contending that they were given inaccurate information by their seller, their title company and various real estate agents as to the status of the unopened, private section of Kersey Road. In their suit filed in Escambia County Circuit Court, they allege that the foregoing

parties negligently provided them information that Kersey Road was County-maintained inducing them to buy this real property.

However, the County had no participation in this purchase and made no representations to the Haveners other than posting on its website that a portion of Kersey Road was County-maintained from Reeders Lane to Pine Forest Road.

The purpose of this vacation is to confirm by Board action what has already been established through County policy that the portion of Kersey Road which abuts the Haveners' property is an unopened right-of-way and has never been County-maintained. There are no encroachment issues involved with this vacation request. Staff will be asked to review the request and make their recommendation to go forward with the vacation.

According to County policy, surrounding property owners within a 500 foot radius will be notified of the vacation.

BUDGETARY IMPACT:

Funds for legal advertisements and document recordings are available in [Funding source: 175 "Transportation Trust Fund" Cost Center 211602, Object Code 54901].

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney, Charles V. Peppler is representing the County in the litigation brought by the Haveners.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and the Public in and to Said Lands Policy for Closing, Vacating and Abandoning County Owned Property - Section III and Chapter 336, Fla. Stat.

IMPLEMENTATION/COORDINATION:

Once a Public Hearing has been scheduled, the date and time will be advertised, and all owners of property within 500 feet will be notified. It will be the responsibility of County staff to place the advertisement and notify property owners.

Attachments

Map - East Kersey Road Vacation

East Kersey Road Vacation



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 9/22/16 DISTRICT 1

Area to be vacated via Boards Own Motion

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

REGULAR BCC AGENDA – Continued

9. 5:31 p.m. Public Hearing 

   Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, dropping, until there is a better understanding, the 5:31 p.m. Public Hearing for consideration of the vacation of the eastern portion of Kersey Road on the Board's own motion.

   Speaker(s):

   Gordon McAllister

10. 5:33 p.m. Public Hearing 

    Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following action regarding a Petition to Vacate a portion of a subdivision:

    A. Approving Petition to Vacate a portion of Huntington Creek First Addition Plat, a subdivision recorded in Plat Book 19, Pages 34 and 34A, as petitioned by Clearwater 102, LLC;

    B. Accepting the Hold Harmless Agreement;

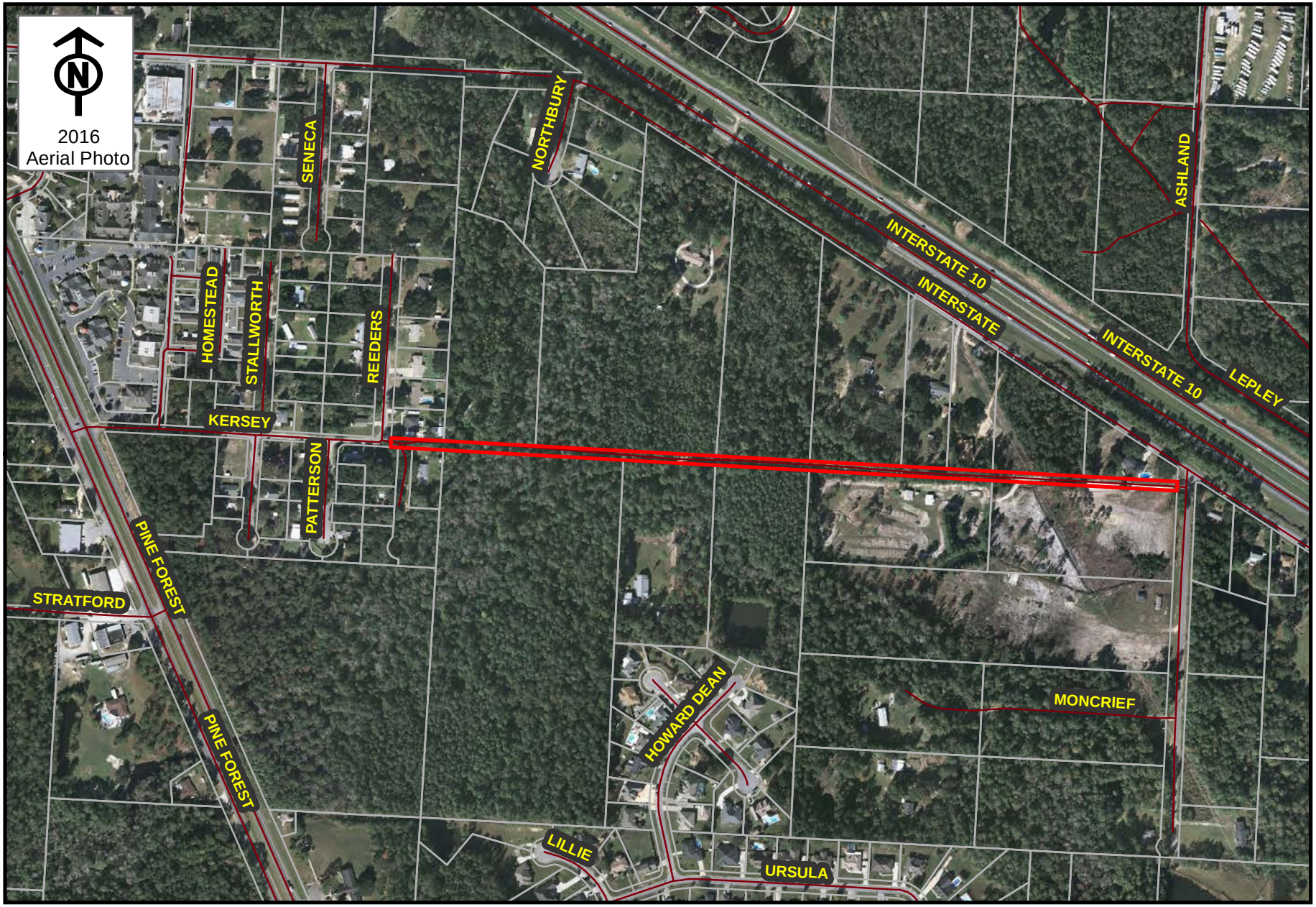
    C. Adopting the Resolution [R2018-22] to Vacate; and

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

    Speaker(s):

    Fred Thompson

Kersey Road

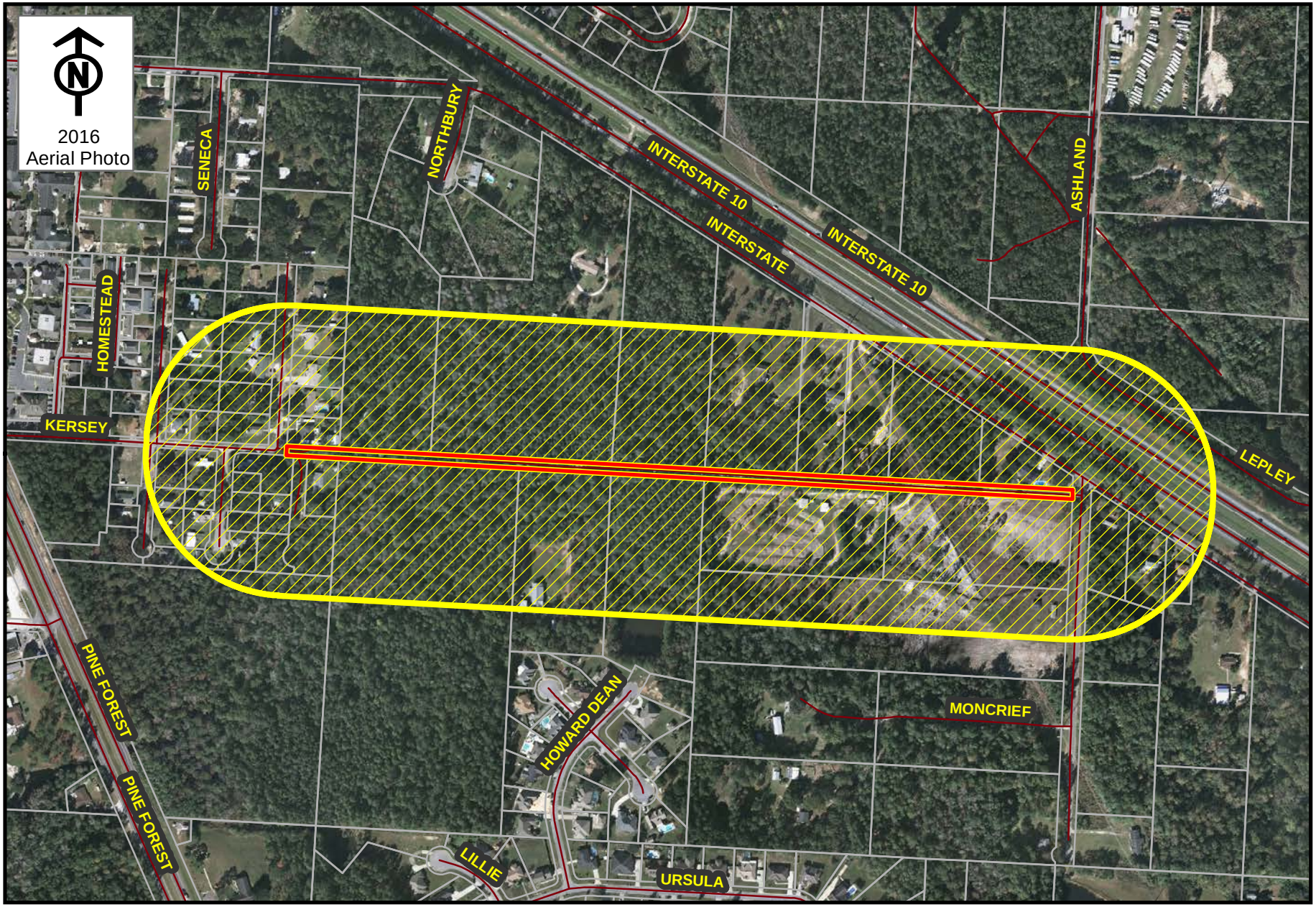


ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 4/18/18 DISTRICT 1

Portion to be Vacated

Kersey Road



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 4/18/18 DISTRICT 1

Portion to be Vacated

500' Radius

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14095 **County Administrator's Report 11. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/03/2018
Issue: Letter of Support - AMIkids, Inc., to Submit a Grant Application to the U.S. Department of Labor, Employment and Training Administration
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Letter of Support for AMIkids, Inc., Grant Submittal to the U. S. Department of Labor, Employment and Training Administration - Jack R. Brown, County Administrator

That the Board authorize the Chairman to sign a Letter of Support for AMIkids, Inc., showing support of the AMIkids Grant Application to the U. S. Department of Labor, Employment and Training Administration, to fund Youth Build and Re-entry Projects at a number of AMIKids facilities, including the AMIKids Pensacola facility in Escambia County.

BACKGROUND:

Since 1991, AMIkids Pensacola has been dedicated to helping kids discover the potential within them, transform their lives, and strengthen our community. Located in Pensacola, Florida, AMIkids Pensacola empowers our kids through care and guidance to reach that potential and, as a result, breaks the cycle of failure and poverty. Each year, AMIkids Pensacola provides services to an average of 90 teens, leading to an impressive 77% success rate.

BUDGETARY IMPACT:

This letter of support does not require the County to provide any financial support.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a signed copy of the letter will be provided to Jesse W. Rigby, Chairman, AMIkids Pensacola, Inc., to include in their grant application.

Attachments

Mike Thornton, President and CEO AMIkids, Inc. Letter of Support

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Grover C. Robinson, IV
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Toll Free (866) 730-9152
Telefax (850) 595-4908
(Suncom) 695-4902

May 3, 2018

Mike Thornton
President and CEO
AMIkids, Inc.
5915 Benjamin Center Drive
Tampa, FL 33634

Dear Mr. Thornton:

Escambia County has been told that AMIkids, Inc. ("AMIkids") is submitting grant applications to the U. S. Department of Labor, Employment and Training Administration ("ETA"), to fund Youth Build and Reentry Projects at a number of AMIkids facilities, including the AMIkids Pensacola facility in Escambia County. Our Board of County Commissioners fully supports bringing a Department of Labor sponsored vocational program to Escambia County to address vocational needs of young men and women between 16 and 24 years old. Our understanding is that to be served by these programs the young men and women must have been involved in either the juvenile or adult justice system, and must reside in high-poverty, high-crime communities. This population in our community is not served adequately at this time.

Since 1991, AMIkids Pensacola, Inc. ("AMIkids Pensacola") has served the youth in our County (ages 14-18) who are in the juvenile justice system. For the past two years, the cornerstone of the AMIkids Pensacola vocational program is a Department of Labor vocational program to provide training in construction (carpentry), using the curriculum sponsored by The National Center for Construction Education and Research ("NCCER"). Members of our county commission and our county administrator have visited the AMIkids Pensacola vocational training program, and have been impressed with work done to help disadvantaged youth obtain NCCER certifications in the Core Curriculum and Carpentry Level 1 programs. In addition, we have been impressed with the work of AMIkids Pensacola to help a number of the vocational students, who are no longer in public school, to earn their high school diplomas after successful completion of GED testing.

Although we have not had sufficient time to work out the details of Escambia County's contribution to this vocational training effort, we support bringing this opportunity to young men and women in Escambia County. There are jobs available in the local community for young men and women with good basic training in the construction trades. The County is open to future discussions with AMIkids as to ways that the County may cooperate with AMIkids to help ensure the success of the program.

Based on the prior success of AMIkids' vocational programming with this general population and evidence showing a correlation between employment and non-recidivism, Escambia County expects the young adults served by this program will be more likely to obtain and retain a job upon reentry, and will be less likely to reoffend.

Sincerely,

Jeff Bergosh, Chairman, District 1
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14097 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/03/2018
Issue: Appointment to the Area Housing Commission
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

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

That the Board appoint 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.

BACKGROUND:

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. His email and Resume are provided for review.

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

John W. Carrell's Email and Resume

Area Housing Commission - General Alert

Judy H. Witterstaeter

From: Carrell, John W. <JWCARREL@southernco.com>
Sent: Friday, April 06, 2018 9:55 AM
To: Judy H. Witterstaeter
Subject: Area Housing Commission

Hi Judy,
Please accept this email as a request to be considered to fill the open seat on the Area Housing Commission Board. Please use my resume you have on file. Let me know if you need any additional information.
Thankyou,
John Carrell
850-619-3624

ONE ENERGY PLACE • PENSACOLA FL 32520-0047 •
PHONE 850.444.2682 • E-MAIL JWCARREL@SOUTHERNCO.COM

JOHN W. CARRELL

SUMMARY

Extensive experience marketing energy sales and efficiency with strong work ethic and great leadership skills. Exemplify integrity, personal responsibility, maturity and teamwork while utilizing the strong technical skills gained over the past 28 years. Maintain a balance between professional and personal development. Consideration is given to the company and the customer in all decisions.

AREAS OF EXPERTISE

Leadership	Coaching
System knowledge	Program development
Team support	Program implementation & management
Training and development	Technical knowledge and End-Use Sales

PROFESSIONAL EXPERIENCE

Commercial/Industrial Market Specialist, Gulf Power Company, Pensacola, FL 2014 – Present Lead the individuals who are responsible for development and support of marketing strategies that contribute to the attainment of Energy Sales and Efficiency goals both DSM and End-Use Sales.

- Drive End-use efficiency goals and sales goals.
- Managed successful implementation of DSM Plan to achieve all established goals since 2011.
- Maintain custom relationships with the Multi-family industry.
- Develop relationship with key decision makers in the Community as a key point in contact for growth goals and expectations from the customers.
- Work directly with the engineering organization to meet customer needs and expectations for new and existing growth.
- Commercial Innovation team lead and member.

Market Specialist Staff and Customer Incentive Program Manager, Gulf Power Company, Pensacola, FL 2011 – 2014 Responsible for development and support of residential marketing strategies which are responsive to market threats and opportunities and contribute to the attainment of Energy Sales and Efficiency / DSM goals.

- Provided project management and field leadership.
- Instrumental in developing the new EarthCents Home and Solar Thermal WH Pilot Program.
- Manage the Custom incentive for Commercial and Industrial applications.
- Provided support and assistance to marketing personnel for Class 1 Ratings and Audit support.
- Demonstrated leadership as the Secretary and Board member for the Emerald Coast Apartment Association.
- Provided program management for the development and deployment of our 2010 DSM and Energy Efficiency goals.
- Presented programs such as Renewable Energy, EarthCents Home, and STWH to industry and civic groups.

Residential Energy Consultant, Gulf Power Company, Pensacola FL 2001 – 2010
Energy Consultant in all areas of Pensacola and Fort Walton Beach/Destin and assisted in all Districts both in residential and commercial.

- Responsibility for New Home construction. Sold GoodCents and all electric home participation to builders, designers, and developers and met regularly with them in the planning and construction stages.
- Spent considerable time in the Existing Home Market. Worked more closely with customers and HVAC dealers to encourage efficiency and sell end use products. Consistently exceeded my goals in Audits, Heating and Water Heating Conversions.
- Increased sales contribution significantly from the existing market to contribute additional EGM value to help exceed the team CPC goal.
- Chairman of the HBA Remodeler"s Council in 2006. Participated in HBA events such as Home Expo and Paint your Heart out Pensacola. These events built co-worker confidence in my leadership ability and willingness to contribute to team results.

Local Office Manager, Gulf Power Chipley, FL 1995 – 1997
Served approximately 2 years developing community/company relationships. Team leader for office employees and field service representatives. Participated in many activities and projects.

- Co-chair for the Washington County Chamber of Commerce
- Chair of the United Way Washington County.

Field Engineer, Gulf Power Company, Pensacola FL 1992 – 1995
Worked 3.5 years in the Field Engineering for Ft. Walton Beach/Destin

- Duties included design and project management for the distribution system.
- Supported the Line Department as an Instructor for the Lineman Development Program.

BAS Marketing, University of West Florida
AS Pensacola State College
Class 1, 2, and 3 Rater
REA Certification BPI

PROFESSIONAL MEMBERSHIPS

Chairman of the Board – CAPC –2015 to Present
Board Member/Secretary – Emerald Coast Apartment Association Member – RESNET – Certified Class 1 Energy Rater
REA Certification BPI

Judy H. Witterstaeter

From: Escambia County Community and Media Relations <cmr@myescambia.com>
Sent: Wednesday, March 21, 2018 8:47 AM
To: Judy H. Witterstaeter
Subject: Area Housing Commission Seeks Residents to be Considered for Appointment



Click HERE to View in Browser

Area Housing Commission Seeks Residents to be Considered for Appointment

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Area Housing Commission.

Escambia County residents interested in serving on the Area Housing Commission are asked to submit a resume and letter indicating their desire to serve by the close of business on Wednesday, April 4. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502 or emailed to jhwitter@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

AREA HOUSING COMMISSION

The Area Housing Commission, or AHC, is a duly organized and existing public body corporate and politic of the State of Florida, duly created pursuant to the authority of the constitution and statues of the State of Florida including particularly, Chapter 421, as amended. Its purpose is to provide decent, safe, sanitary and economical housing to low- and moderate-income families in Escambia County, and has countywide jurisdiction with the exception of the town of Century. The AHC's governing body is a board of commissioners consisting of five appointees. Two are appointed by the Pensacola City Council, two by the Escambia County Commissioners and the fifth member is appointed by the other four. The term of service is four years.

The AHC has 12 regular meetings per year and three to four special meetings per year. They meet every fourth Wednesday of the month for 2 to 2 ½ hours. Board members travel to Orlando once a year to attend meetings. According to the bylaws, the board of commissioners has general supervision direction, and control over the business and affairs of the AHC, subject to applicable federal and state laws.

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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-13998 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia Conty for Interruptible Natural Gas Service
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - Robert E. Dye, Facilities Management Interim Department Director

That the Board take the following action concerning the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service:

A. Approve 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. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

BACKGROUND:

Pensacola Energy is offering this interruptible gas service rate contract for the Main Jail and Juvenile Justice Center, Sheriff Administration Building, Sheriff Special Investigation/Evidence Storage Building, Old Sheriff's Garage, the M. C. Blanchard Judicial Building and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings, and is also based on the County's ability to utilize its propane-air backup systems. Pensacola Energy purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers, while the balance of their gas is purchased on

the daily market and is subject to some price volatility.

This new Agreement replaces the existing Interruptible Natural Gas Service Agreement that was approved by the Board on May 10, 2017 between the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas. This new Agreement includes a decrease in the Fuel Charge for gas. The Fuel Charge is decreasing from $3.145 (+1.52% compression fee) per MMBTU to $3.010 (+1.10% compression fee) per MMBTU. The Usage Charge under this contract will remain the same at $2.73 per MMBTU. This will result in a $0.153 per MMBTU decrease from the previous contract.

This agreement will commence once it has been fully executed by all parties and continue through March 31, 2019. The County's new rate will be $5.770 per MCF (thousand cubic feet). Without a contract in place, these accounts would be classified as GC-1 (within city limits) or GC-2 (outside city limits). Current rates for these classifications are $18.57 per MCF and $20.28 per MCF, respectively.

The previous year's natural gas consumption for all County buildings on the strip rate account averaged 149 MCFs per day. Based on that consumption and with the decreased Fuel Charge, there is an estimated decrease of approximately $8,321 for the term of this new strip rate contract. Additionally, without being on the contracted strip rate, the County would pay the aforementioned GC-1 and GC-2 rates for these accounts. By renewing the strip rate contract with Pensacola Energy, the County can expect an estimated $742,627 in cost avoidance.

BUDGETARY IMPACT:

Funding is available in Fund 001, General Fund, Cost Center 310207, Object Code 54301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract has been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Facilities Management Department will administer the contract. The contract involves coordination between Facilities Management and Pensacola Energy.

Attachments

Interruptible Natural Gas Service Agreement 2018

AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY FOR INTERRUPTIBLE NATURAL GAS SERVICE

THIS NATURAL GAS SERVICE AGREEMENT is made this _____ day of _____, 2018 by and between the **City of Pensacola**, a municipal corporation of the State of Florida, (d/b/a Pensacola Energy) with the business address of 222 W. Main Street, Pensacola, Florida 32521-0001 (hereinafter referred to as the "City"), and **Escambia County,** a political subdivision of the State of Florida with a business address of 221 Palafox Place, Pensacola, Florida 32502, and (hereinafter referred to as "Customer"). (At times all hereinafter referred to as "party" or collectively "parties")

WITNESSETH:

WHEREAS, the Customer requests the City of Pensacola deliver natural gas service on an interruptible basis to the Customer's premises located at the following addresses: 2935 North "L" Street; 1700 West Leonard Street; 357 South Baylen Street; and 201 South Palafox Street; and

WHEREAS, the City agrees to make such service available to the Customer; and

WHEREAS, the Customer agrees and contracts to accept and pay for such service subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 27-17) hereunto, attached as **Exhibit "A"** hereto and incorporated by reference herein; and

WHEREAS, Customer agrees to be bound by the terms and conditions of any such amended rate schedule and charges that may be adopted from time to time by the City Council, including any annual CPI adjustments as part of the City's rate calculation; and

WHEREAS, as a result, any such amendments or revisions to the City Rate Schedule GAF shall be deemed to be part and parcel of this Agreement; and

WHEREAS, given the above, the parties now find it is in the best financial interests of the City that this Agreement be entered into as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the City and Customer agree to the following terms and conditions:

1. **Recitals** – The recitals above are true and correct and are hereby incorporated into this agreement.

2. **Customer Classification GAF, Almost Firm Transportation Service User Customer Charge** - The Customer agrees to pay a two hundred dollar ($200.00) fixed monthly charge to be provided gas service by the City. The fixed monthly charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
3. **Fuel Charge** - For all gas consumed, the Customer agrees to pay a fuel charge at an index price of three dollars and one cent ($3.010) per MMBTU of City's delivered natural gas plus 1.1% for compression (compression is a fee charged by Pensacola Energy's supplier).
4. **Usage Charge** - For all gas consumed, the Customer agrees to pay a total usage charge of two dollars and seventy three cents ($2.73) per MMBTU, which shall include ninety-two cents ($0.92) for local transportation, plus an average pipeline transportation fee of one dollar and seventy-four cents ($1.74), plus a margin on the contracted cost of natural gas of seven cents ($0.07). Such average pipeline transportation fee shall be subject to change or increase within the term of this Agreement pursuant to pipeline tariff changes. Should the average pipeline transportation fee change within the term of this Agreement, City shall provide written notification to Customer of such change or increase, and the new transportation fee shall be applied in the current invoicing to Customer. The total usage charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
5. **Quantity of Gas** - As a "GAF Almost Firm Gas Transportation" service classification user of the City's natural gas service, the Customer contracts and agrees to accept an average daily quantity of gas of seventy-five (75) Mcfs [Mcf = one thousand (1,000) cubic feet]. Should the Customer fail to consume a minimum of at least ninety (90%) of the contracted daily amount on an annualized basis, the Customer may be charged for that minimum amount of gas.
6. **Agreement to Interrupt** - The City in its sole discretion shall have the right to curtail or interrupt the supply of "Interruptible Natural Gas" at any time for up to ten (10) days, and the Customer agrees to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City. The City may elect to curtail or interrupt gas service when it determines, in its sole discretion, that the gas available from its sources cannot meet the demands of the City's customers. The Customer agrees that in no event shall an interruption or curtailment of service constitute a breach of this Agreement by the City. The Customer further agrees that the City shall not be liable in any manner to Customer or any person or entity for any interruption of the supply of gas, for the interference with the operations of Customer, or loss of use resulting from such operations or interference as provided for herein or any other damages, losses, or delays of any type, kind, or amount.

7. **Meters and Measurements** - a) Gas delivered will be measured through one or more meters installed and maintained on the Customer's property near the Customer's property line and at a location satisfactory to the City. It is assumed that the volume of all gas is delivered at a pressure of four (4) oz. above an assumed atmospheric pressure of fourteen and four tenths (14.4) lbs. per square inch and sixty degrees (60°) F. When the usage of the Customer requires, the City, at its option, may supply gas service at some other pressure.

   (b) Title to meters identified and described in "**Exhibit B**," attached hereto and incorporated by reference herein, regulators, or special instrumentation located on the premises discussed herein, whether or not purchased and/or installed by the City or purchased and/or installed by the Customer, shall vest in the City at the inception of this Agreement. The City will inspect this equipment periodically. If a meter covered by this Agreement is found to be inoperative or inaccurate, such equipment shall be adjusted by the City to register correctly, and the amount of error shall be determined by the most accurate method feasible as agreed upon by the parties. If the inaccuracy results in an error of more than two percent (2%) plus or minus in the measurement of gas, then the calculated deliveries of gas shall be adjusted to accuracy to compensate for such error. Such adjustment shall be made for such period of inaccuracy if the period of time that the meter was inaccurate is definitely determined. If the period of inaccuracy cannot be determined, such adjustment shall be made for the last half of the period between the times the metering equipment was adjusted to register correctly and the date of the last previous meter test. Upon the written request of the Customer, the City will inspect such meters at any reasonable time, provided that if such meters are found to register correctly, the cost of such inspection may be charged to the Customer. It is understood that such meter shall be deemed to register correctly if the error is less than two percent (2%), plus or minus. The Customer agrees to protect all pipes and meters from low temperature or other inclement weather when necessary, and to the extent permitted by law, further agrees to hold harmless and indemnify the City against any and all costs and/or damages arising out of or caused by the theft and/or injury to pipes and/or meters and/or other property of the City while on said premises.

8. **Billing Errors** - If an error in the measurement of gas occurs and/or an error in billing occurs which creates an undercharge to the customer, the City may back bill the Customer for not more than twelve (12) months, and the Customer agrees to pay such undercharge. The City shall allow the Customer to pay for the unbilled service over a twelve (12) month period or some other mutually agreeable time period.

9. **Billing Disputes** - If the Customer disputes any portion of any statement from the City, then

Customer, upon written notice to City, shall have the right to withhold payment of the disputed portion of statement for a period not to exceed ten (10) business days. If the parties are unable to resolve the dispute, Customer shall pay the disputed portion of the statement into an interest bearing escrow account until the dispute is resolved. All account interest shall accrue to the City in the event the disputed amount is found to be due and owing to the City. Failure of the Customer to pay the undercharged amount as agreed upon herein, or the failure to pay the amount of the billed undercharge into the escrow account may result in termination of services, and in addition the City may pursue any and all lawful collection activity to recover such undercharged amount.

10. **Gas Leakage** - Immediate notice must be given by the Customer to the City when any leakage of gas is discovered. No flame or lights shall be used in the proximity of such escaping gas, and the Customer shall immediately shut off the flow of gas on the downstream side of the meter.
11. **Point of Delivery - Liability** - The point of delivery of gas furnished hereunder shall be the outgoing side of the outlet union of the meter(s) installed and maintained by the City on the Customer's property for the purpose of measuring gas delivered to the Customer. The gas provided under this contract is delivered upon the express condition that when it passes the point of delivery it becomes the exclusive property of the Customer. The Customer agrees that the City shall not be and is not liable for loss, damage, and/or injury to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after it passes the point of delivery, except where such loss, damage, and/or injury shall be shown to have been occasioned by negligence of the City, its agent, servants, or employees.
12. **Liability** – The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.
13. **Force Majeure** - The City's supply of gas is derived from sources over which the City has no control. In addition, force majeure circumstances may arise which may render the City unable to perform the services herein described. It is therefore understood and agreed by the parties hereto that in the event of a failure, curtailment, or interruption of such supply or in the event of shortage or interruption of gas due to an event of force majeure, such as an act of God, the elements, labor

troubles, fires, accidents, breakage, necessary repairs, war, terrorist attack, natural emergency, or other causes of contingencies beyond the City's control, the City cannot and does not guarantee a constant supply of gas, and it shall not be held liable in damages, losses, or otherwise for any such interruption or curtailment of supply or services. Notwithstanding the foregoing, the terms contained in Paragraph 6 of this Agreement shall prevail in that the City in its sole discretion may curtail or interrupt the supply of interruptible gas, and, in no event, shall the City be held liable for such interruption or curtailment of the supply of interruptible gas.

14. **Entry by City Agents** - The authorized agents of the City shall have the right, at all reasonable times, of access to the premises of the Customer for the purpose of inspecting the gas consuming and fuel equipment of the Customer and of examining and inspecting meters and/or for other necessary purposes. No person other than an authorized agent of the City shall be permitted to tamper with, inspect, or repair any meter or other property owned by the City. The Customer hereby authorizes and empowers the City pursuant to Paragraph 7(b) to remove its meter and other property covered by this Agreement immediately upon termination of this contract.
15. **Breach of Contract** – The following shall be deemed to be a breach of this Agreement by Customer: if the Customer shall fail/refuse to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City, as hereinabove provided in Paragraph 6; if the Customer shall default on payments for gas delivered; or if the Customer shall breach any of the conditions set out herein. Such discontinuance of service as provided for in this Agreement shall not constitute breach of contract by the City. Any failure of the City to exercise said right to discontinue service to the Customer at any one time shall not prevent the City from exercising such right with respect to any breach of said conditions which may subsequently occur.
16. **Rate Adjustment**– All gas rates and charges, including City Rate Schedule GAF, are approved by the City Council and are subject to change should the City Council approve a new gas rate ordinance.
17. **Term of Contract** - The term of this contract is twelve (12) months: April 1, 2018 to March 31, 2019. The City or Customer may terminate this agreement without cause upon thirty (30) days prior written notice.
18. **Notices** - (a) Any notice or bill, except notices of curtailment or restoration of service, which shall or may be given by one party to the other hereunder, shall be deemed to have been fully given When made in writing and delivered by hand or mail as follows: City of Pensacola, Pensacola Energy, P.O. Box 12910, Pensacola, Florida 32521, and to the Customer at 221 Palafox Place, Pensacola Florida 32502, postage prepaid if delivery is by mail.

(b) Notices with respect to curtailment or restoration of deliveries of service shall be sufficient if given by the City in writing and delivered by hand or mail as provided by subparagraph (a) above to the person or one of the persons identified and described in "**Exhibit C,**" attached hereto and incorporated by reference herein, designated by the Customer as authorized to receive such notices.

19. **Successors and Assigns** - This Agreement shall bind and benefit the successors and assigns of the respective parties hereto.

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

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

    (c) This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party.

    (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue of any matter which is subject of this agreement shall be in the County of Escambia.

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

    (f) The covenants and conditions contained in this Agreement shall apply to and bind the parties, legal representatives, and assigns of the parties.

    (g) This Agreement and the Exhibits (**Exhibits A, B, C**) attached hereto are made a part hereof and constitute the contract documents.

    (h) Each individual executing this Agreement represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted resolution, or in accordance with applicable law, and that this Agreement is binding

upon said party in accordance with its terms.

(i) The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption for disclosure exist. Notwithstanding any provision to the contrary, it is expressly agreed that Customer's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

(j) Invoice payment terms: net 30 days. Customer agrees it shall make its best efforts to pay City within thirty (30) days of receipt and approval of the City's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CUSTOMER

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date: _____

BCC Approval: _____

Attest: _____
Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

CITY OF PENSACOLA, FLORIDA

_____
Mayor, Ashton J. Hayward, III

_____
City Clerk, Ericka L. Burnett

Approved As To Substance:

_____
Department Director/Division Head

Legal in form and valid as drawn:

_____
City Attorney

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/2/18

Exhibit A

City Rate Schedule GAF, Almost Firm Service

Ordinance No. 27-17

(12) Service Classification: GAF, Almost Firm Service.

(12a) Availability. Available to any consumer using the City's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(12b) Contract Volume. Not less than seventy-five (75) Mcf per day.

(12c) Customer charge. Two hundred dollars ($200.00) fixed monthly charge, plus

(12d) Distribution charge. One dollar and seventy-four cents ($1.74) for annual pipeline transportation fees plus ninety-two cents ($0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus a seven cent ($0.07) margin on the contracted cost of natural gas.

Exhibit B

Meter Numbers

The following natural gas meters are currently the only meters owned, maintained and read by Pensacola Energy.

Meter Number: 79644	Account Number: 56080250
Meter Number: 96063	Account Number: 52121610
Meter Number: 112033	Account Number: 70383086
Meter Number: 53875	Account Number: 70346751

Exhibit C

Notification Schedule

Billing:

1. Adam Thompson: 850-595-3190
2. Robert E. Dye: 850-595-3190

Curtailment or Restoration of Service:

1. Facilities Management: 850-595-3185

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13967 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Change Order #2 to Purchase Order 180701 to American Facility Services, Inc
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #2, in Excess of $50,000, to American Facility Services, Inc. - Robert E. Dye, Facilities Management Interim Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #2, in excess of $50,000, adding funds to Purchase Order 180701, issued to American Facility Services, Inc:

Department:	Facilities Management
Division:	Custodial
Type:	Addition
Amount:	$102,840
Vendor:	American Facility Services, Inc.
Purchase Order:	180701
Change Order:	2
Original Award Amount:	$107,500
Change Order # 1	$163,750
Change Order # 2	$102,840
New Purchase Order Total:	$374,090

[Funding Source: Fund 001, General Fund, Cost Center 310202, Object Code 53401 and Fund 501, Internal Service, Cost Center 150112, Object Code 53401]

BACKGROUND:

The Custodial Services Contract PD 17-18.014 went out for re-bid in order to add services for ECAT. While these services were being re-bid the Custodial Services Contract PD 10-11.049 was extended. Change Order #1 approved by the Board only provided funds for through February 2018. The Board approved PD 17-18.014, Resolicit Custodial Services for Various County Buildings PD 17-18.014 on March 15, 2018. A Notice to Proceed will be issued on Contract PD 17-18.014 with the start date of May 1, 2018. Change Order #2 will provide funds on the current purchase order for services provided through April 30, 2018.

BUDGETARY IMPACT:

[Funding Source: Fund 001, General Fund, Cost Center 310202, Object Code 53401 and Fund 501, Internal Service, Cost Center 150112, Object Code 53401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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 Facilities Management Department will generate a Change Order.

Attachments

October 2017 - BCC Approval $50,000 and over

Change Order #1

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning the Elevator Maintenance/Services for Various County Facilities Contract, PD 12-13.056 (Funding: Fund 001, General Fund, Facility Maintenance, Cost Center 310203, Object Code 54601; Fund 001, General Fund, Libraries, Cost Center 110502, Object Code 54601; and Fund 001, General Fund, Parks & Recreation Department, Cost Center 350226; Fund 352, Local Option Sales Tax III, Parks & Recreation Department, Cost Center 350229, Object Code 54601):

   A. Approve the second and final 12-month contract extension, effective October 13, 2017, [with] Panhandle Elevators (d/b/a Panhandle Humbaugh Elevators); and

   B. Authorize the Chairman to sign all related documents.

   Approved 4-0, with Commissioner May absent

3. Recommendation: That the Board, for the Fiscal Year 2017/2018, approve the issuance of blanket and/or individual purchase orders in excess of $50,000, based upon previously-awarded contracts, contractual agreements or annual requirements for the Facilities Management Department, as follows:

Vendor/Contractor	Amount	Contract Number
American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Buildings Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $105,500 Fund: 501 (Internal Service) Cost Center: 150112 (Employee Health Clinic/Custodial) Amount: $2,000	$107,500	PD 10-11.049

Approved 4-0, with Commissioner May absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

10. Approving, and authorizing the Chairman to:

A. Sign the Hold Harmless and Indemnification Agreement with Friends of Downtown Pensacola, Inc., and Pyro Show, Inc., for the New Year's Firework Exhibition that will be held on December 31, 2017;

B. Grant permission for Pyro Show, Inc., to use the 5th floor of the Intendencia Street parking garage for the New Year's Fireworks display, pending that the Certificate of Insurance has been received and approved by Robert Dye, Risk Manager, prior to the event; and

C. Require Pyro Show, Inc., and the Friends of the Downtown Pensacola, Inc., to clean up the 5th floor of the Intendencia Street parking garage after the event.

II. BUDGET/FINANCE CONSENT AGENDA

1-29. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 29, as follows, with the exception of Items 4, 10, 18, 23, 25, and 26, which were held for separate votes, as amended to drop Item 28:

1. Adopting a Resolution [R2017-143], which approves a plan of finance for low-interest loans to first-time homebuyers and authorizes the Escambia County Housing Finance Authority (the "Authority") to issue Single Family Housing Revenue Bonds from time to time, in an aggregate principal amount not to exceed $225,000,000 (collectively, the "Bonds").

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for USC Section 5311 funding (Federal Transit Administration [FTA] non-urbanized funding), to be used by Escambia County Mass Transit Department for fixed route and paratransit transportation to and from the Non-Urbanized area (Funding: Section 5311 funding requires a 50% match for operating costs for rural areas; these funds will be included in the ECAT [Escambia County Area Transit] Fiscal Year 2018/2019 Budget):

   A. Adopting the Resolution [R2017-145] authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and

   B. Authorizing the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing, without further action of the Board.

9. Approving, and authorizing the County Administrator to execute, the following Change Order #1, in excess of $50,000, adding funds to Purchase Order 180701, issued to American Facility Services, Inc. (Funding Source: Fund 001, General Fund, Cost Center 310202, Object Code 5340;1 and Fund 501, Internal Service, Cost Center 150112, Object Code 53401):

Department:	Facilities Management
Division:	Custodial
Type:	Addition
Amount:	$163,750
Vendor:	American Facility Services, Inc.
Purchase Order:	180701
Change Order:	1
Original Award Amount:	$107,500
Cumulative Amount of Change Orders Through This Change Order:	$163,750
New Purchase Order Total:	$271,250

10. See Page 25.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14000 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Recommendation Concerning a Change Order to Butler Animal Health Holding Co. LLC DBA Henry Schein Animal Health Purchase Order #180754
From: John Robinson, Division Manager
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Butler Animal Health Holding Co., LCC, DBA Henry Schein Animal Health, Purchase Order #180754 - Tim Tolbert, Building Official/Building Services Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Butler Animal Health Holding Co., LLC, DBA Henry Schein Animal Health, Purchase Order #180754, for the continued purchase of necessary veterinary supplies and equipment:

Department	Building Services
Division	Animal Services
Type	Addition
Amount	$60,000
Vendor	Butler Animal Health Holding Co.,LLC, DBA Henry Schein Animal Health #026949
Purchase Order (PO) #	180754
Change Order (CO) #	1
Cost Center for CO	250202
Original PO Amount	$49,000
Cumulative Amount of Change Orders	$60,000
New PO Total	$109,000

This Change Order is not a request for additional funds from the General Fund. This allows Animal Services to add funding from its approved budget to the Henry Schein Animal Health Purchase Order for needed supplies. Merritt Veterinary Supplies, who was awarded the bid agreement that was Board approved on June 2, 2016, was purchased by Butler Animal Health Holding Co. LLC DBA Henry Schein Animal Health in September of 2017. An Assignment of Agreement was approved in February of 2018 allowing Butler Animal Health Holding Co., LLC, DBA Henry Schein Animal Health to assume the Bid Contract previously awarded to Merritt Veterinary Supplies, Inc.

BACKGROUND:

In February of 2018, Butler Animal Health DBA Henry Schein and the County completed an Assignment of Agreement of the Bid Contract awarded to Merritt Veterinary Supplies in 2016. Butler Animal Health purchased Merritt Veterinary Supplies in September of 2017. The bid contract is for the majority of the veterinary supplies used by the Escambia County Animal Shelter. The funds for this contract are budgeted and available in the Animal Services approved budget. In October of 2017, Purchase Order # 180754 was issued to Butler Animal Health DBA Henry Schein to purchase veterinary supplies and equipment.

Board action is required for any PO exceeding $50,000. Animal Services will require $109,000 to purchase veterinary supplies for the remainder of the fiscal year under this contract. This is not a request for additional funds from the General Fund. These funds are available in the Animal Services budget in Cost Center #250202.

BUDGETARY IMPACT:

Funding is available in the Fund 001, General Fund, Cost Center 250202

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of The Escambia County Florida Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Henry Schein PO

Henry Schein Assignment of Agreement

Change Order Request

PURCHASE ORDER NO. 180754

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
026949 FAX: 888-329-3861
BUTLER ANIMAL HEALTH HOLDING CO LLC
DBA HENRY SCHEIN ANIMAL HEALTH
PO BOX 121130 DEPT 1130
DALLAS TX 75312-1130

SHIP TO
ANIMAL SERVICES
200 W. FAIRFIELD DRIVE
PENSACOLA, FL 32501
ATTN: DAWN HARRIS 595-0090

ORDER DATE: 11/14/17	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 18000825	REQ. DATE: 11/13/17
TERMS: NET 30 DAYS	F.O.B.: PP&ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BLANKET PO FOR FY2018 FOR VETERINARY SUPPLIES. PD 15-16.045 BCC APPROVED 6-2-2016 ORIGINAL CONTRACT W/ V # 133193, SOLD SEP 2017	49000.0000	49,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	250202	55201	49,000.00	

PAGE TOTAL $	49,000.00
TOTAL $	49,000.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

1800~~0~~825
150754

AGREEMENT FOR VETERINARY SUPPLIES (PD 15-16.045)

THIS AGREEMENT is made this 2nd day of June, 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 Merritt Veterinary Supplies, Inc. (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 57-03051450, and whose principal address is 1520 Pineview Road, Columbia, South Carolina 29209.

WITNESSETH:

WHEREAS, on April 11, 2016, the County issued an Invitation to Bidders (PD 15-16.045) seeking a contractor to provide certain Animal Shelter and Veterinary Clinic supplies; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such supplies 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 date last executed and continue for a term of thirty-six (36) months. 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. Pricing and all other terms and conditions of the agreement shall apply during any renewal term unless the agreement is amended in writing.

After all options to renew have been exercised and it is determined that interim performance is necessary to allow for the solicitation and award of a new agreement, the parties may agree to extend the agreement on a month-to-month basis up to a maximum of six (6) additional months. Pricing and all other terms and conditions of the agreement shall apply during the interim period. The total duration of this agreement shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Animal Shelter and Veterinary Clinic Supplies, Specification No. P.D. 15-16.045, 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. County shall pay Contractor for supplies in accordance with the Bid Form, attached hereto as **Exhibit "B"**.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only that which is ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court
Attn: Accounts Payable
221 Palafox Place
Pensacola, Florida 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. 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. 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 supplies provided through the date of termination.

8. 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.

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.

(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.

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:

To: Merritt Veterinary Supplies, Inc. Attention: Robert M. Mims 1520 Pineview Drive Columbia, South Carolina 29209	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.

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.

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, 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.

16. 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.

17. 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.

18. 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.

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

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

Date: 7-5-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Kimberly McLeod
Deputy Clerk

BCC Approved: 06-02-2016

(SEAL)

CONTRACTOR:
MERRITT VETERINARY SUPPLIES, INC.

ATTEST:

Robert M Mims Jr
By: ~~Lloyd Merritt~~ Robert M. Mims, Jr. President

By: _____
Corporate Secretary

Date: 06-15-16

(SEAL)

Witness: Brenda Bailey
Brenda Bailey

Katherine Williamson

Approved as to form and legal sufficiency.

By/Title: Edward Act
Date: 5/16/16

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
SHELTER AND VET CLINIC SUPPLIES AGREEMENT
SPECIFICATION PD 15-16.045

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- BID FORMS (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID



ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

SHELTER AND VET CLINIC SUPPLIES AGREEMENT

SPECIFICATION NUMBER PD 15-16.045

BIDS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, WEDNESDAY, MAY 4, 2016

Bid Opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 4, 2016 at 10:30 a.m., CST

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Grover C. Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Douglas Underhill
Lumon J. May
Steven Barry

Procurement Assistance:
Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Flr.
Matt Langley Bell III, Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805

Technical Assistance:
John Robinson
Division Manager
200 W. Fairfield Drive
Pensacola, Florida 32501
Tel: (850) 595-0090
Fax: (850) 595-3081

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) ***Preference in purchase of commodities and services by means of competitive bid.*** Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest
bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer

(i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

SHELTER AND VET CLINIC SUPPLIES AGREEMENT

PD 15-16.045

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM

BID FORM
SUBMIT OFFERS TO:
Lester L. Boyd, Purchasing Specialist
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) 595-4944 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Shelter and Vet Clinic Supplies Agreement
PD 15-16.045

SOLICITATION

MAILING DATE: Monday, April 11, 2016
OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Wednesday, May 04, 2016 and may not be withdrawn within 90 days after such date and time.

Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 04, 2016 at 10:30 A.M., CDT.

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.: (____) _____
TOLL FREE NO.: (____) _____
FAX NO.: (____) _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $ 1,000.00

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. By 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 offer shall result in this bid being rejected as non-responsive.

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.045, Shelter and Vet Clinic Supplies Agreement, 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:

BID FORM
Specification Number: PD 15-16.045
Shelter and Vet Clinic Supplies Agreement

Board of County
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:
In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Shelter and Vet Clinic Supplies Agreement, 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:

Is your business located in a Community Redevelopment Area within Escambia County? Yes___

Supplies	Price
AUTOCLAVE TAPE LEAD FREE 1"	
CLEAR CUSTOM COLLAR ASSORTED	
VETBOND 3ML	
VETRAP ASSORTED 4" 18CT 1410	
GAUZE SPONGES EM 4X4 12PLY 200	
BOUFFANT NURSE'S CAP 24" 100	
TONGUE DEPRESSOR 500	
BANDAGE CONFORM STRETCH 4" 12	
BANDAGE CURITY ROLL 1" 12CT	
DRAPE MATERIAL SURGI 100YD	
NEEDLE 0250 22X1.5 MONO HU 100	
NEEDLE #251 25X5/8 VET 100CT	
SYR 12CC L LOCK MONOJECT 80CT	
SYR 10CC TB L SLIP MONOJECT 100	
SYR 60C L LOCK MONOJECT 50CT	
TELFA PAD 3X4 100	
PET CARRIER DOZ	
ALCOHOL 70% 4QTS=GALLON *ORM-D	
VETSCAN HEARTWORM TEST 100ct	
PARVO TEST	
FELUK TEST	
CHLORHEXIDINE 4% SCRUB GALLON	
LATEX EXAM GLOVES	
SURGICAL GLOVES	
NITRIL GLOVES	
ACCEL CLEANER-55 GAL DRUM	
DATAMARS MICROCHIP SHELTER PAK	
Vaccines	
DA2ppv	
Bordatella	
FVRCP	
Rabies	

Pharmaceuticals - Generics when available	
AZITHROMYCIN 200MG/5ML 30ML	
LOXICOM INJ 5MG/ML 20ML	
KETAMINE	
DEXDOMITOR	
TORBUGESIC	
ANTISEDAN	
TELAZOL	
CERENIA	
ALBON	
SOLU-DELTA-CORTEF	
RIMADYL	

CONTRACTOR REQUIREMENTS:

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: _____ Date_____ Addendum No:_____ Addendum No: _____

Date _____ Addendum No: _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number: _____

Occupational License No: _____

Florida DBPR Contractor's License, Certification, and/or,

Registration No: _____

Type of Contractor's License, Certification, and/or, Registration: _____

Expiration Date: _____

Terms of Payment

(Check one): Net 30 Days_____ 2% 10th Prox_____

Will your company accept Escambia County Purchasing Cards? Yes _____ No _____

Will your company accept Escambia County Direct Payment Vouchers? Yes _____ No _____

County Permits/Fees required for this project:

Permit Cost

NONE KNOWN _____

_____

_____

_____

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

_____

Person to Contact Concerning the Bid:

_____

Phone/Toll/Fax

_____

E-Mail Address

_____

Home Page Address: _____

_____

Person to contact for Emergency service:

_____

Phone/Cell/Pager No: _____

_____

Person to contact for Disaster service:

_____

Home Address: _____

_____

Home Phone/Cell/Pager: _____

_____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on

contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of_____, 19_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
For Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One) Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980, or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid 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/departments/purchasing
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 15-16.045,"Shelter and Vet Clinic Supplies Agreement", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.

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.

2. **Procurement Questions**

Procurement questions may be directed to **Lester L. Boyd, Purchasing Specialist Tel: (850) 595-4944, Fax: (850) 595-4805. Technical questions may be directed to John Robinson, Division Manager, Animal Shelter, Tel: (850) 595-0090, Fax: (850) 595-3081.** The last day for Vendors questions is listed as **Thursday, April 21, 2016, at 03:00 P.M.**

3. **Bid Forms**

This Solicitation contains a 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.

4. **Pre-Solicitation Conference**
N/A

5. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

6. **Delivery**

Delivery is to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration, (OSHA) requirements. Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. **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

9. **Protection of Property/Security**

The awarded vendor shall 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 and the general public.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

10. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County, and the Awardee vendor until such time as the contract is executed by the last party to the transaction.

11. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence, upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for an additional two 12-month periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are any 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.

10. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offerors's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

14. **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.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than $1000.00 per individual transaction. The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

15. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **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.

17. **Award**

Award shall be made on an "all-or-none total" basis.

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 (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

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 (C.O.I.), 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- 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 general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. **Designate Escambia County as the Certificate Holder as follows:**
Escambia County
Attention: Lester L. Boyd, Purchasing Specialist
Office of Purchasing, Room 11.101
P. O. Box 1591
Pensacola, FL 32591-1591
Tel: (850) 595-4944
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.

EXHIBIT "A"
SCOPE OF WORK
SHELTER AND VET CLINIC SUPPLIES AGREEMENT

SCOPE OF WORK
The purpose of this Invitation to Bid is to provide prompt and efficient uniform rental services to various County Departments from a single source of supply at fair and reasonable prices.

The quantities listed for each department are estimated quantities only. There are approximately 250 employees that will be receiving uniforms. The County reserves the right to increase or decrease the quantities stated as it deems necessary.

QUALIFICATIONS:

Bid for Shelter and Veterinary Supplies

Scope of Work: The contractor(s) may be contacted by approved staff members of Escambia County Animal Services to purchase items needed. The contractor(s) will be responsible for providing the appropriate product(s) in a timely manner to the Escambia County Animal Shelter. The contractor's representative will alert if they are no longer able to supply items ordered. The contractor(s) should be able to provide most of the requested pharmaceuticals or a generic alternative.

Qualifications:

The contractor must be able to ship into Florida if located outside of the state.

If the contractor is supplying controlled substances, they must be able to provide proper documentation for licensing and meet all DEA requirements.

The contractor will honor manufacturer's shelter pricing programs that are designed for distributor billing.

The contractor(s) will notify Escambia County of any changes in pricing for items that they provide regularly to the county.

In the event that the contractor(s) is providing items with expiration dates, they will insure that the product has at least a one year shelf life.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM

BID FORM
SUBMIT OFFERS TO:
Lester L. Boyd, Purchasing Specialist
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) 595-4944 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Shelter and Vet Clinic Supplies Agreement
PD 15-16.045

SOLICITATION

MAILING DATE: Monday, April 11, 2016
OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Wednesday, May 04, 2016 and may not be withdrawn within 90 days after such date and time.

Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 04, 2016 at 10:30 A.M., CDT.

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: 570305 1450

TERMS OF PAYMENT: Net End of month

DELIVERY DATE WILL BE 5 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Merritt Veterinary Supplies, Inc.
ADDRESS: 102 Distribution Drive
CITY, ST. & ZIP: Homewood AL 35209
PHONE NO.: (205) 942-4744
TOLL FREE NO.: (800) 972-4744
FAX NO.: (800) 942-4544

REASON FOR NO OFFER:

BID BOND ATTACHED $ 1,000.00

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.

Brenda Bailey Mgr
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**Brenda Bailey
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD 15-16.045, Shelter and Vet Clinic Supplies Agreement**, 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:

EXHIBIT
B

BID FORM
Specification Number: PD 15-16.045
Shelter and Vet Clinic Supplies Agreement

Board of County
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:
In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Shelter and Vet Clinic Supplies Agreement, 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:

Is your business located in a Community Redevelopment Area within Escambia County? Yes___

Supplies	Price	
AUTOCLAVE TAPE LEAD FREE 1"	6.99	
CLEAR CUSTOM COLLAR ASSORTED	41.60	
VETBOND 3ML	16.10	
VETRAP ASSORTED 4" 18CT 1410	30.80	
GAUZE SPONGES 8M 4X4 12PLY 200	4.76	
SOUFFANT NURSES CAP 24" 100	4.43	
TONGUE DEPRESSOR 500	5.14	
BANDAGE CONFORM STRETCH 4" 12	3.57	
BANDAGE CURITY ROLL 1" 12CT	5.59	
DRAPE MATERIAL SURGI 100YD	92.90	
NEEDLE 8250 22X1.5 MONO HU 100	9.34	
NEEDLE 8251 25X5/8 VET 100CT	9.34	
SYR 12CC L LOCK MONOJECT 60CT	21.20	
SYR 10CC TB L SLIP MONOJECT 100	17.28	
SYR 6CC L LOCK MONOJECT 50CT	10.67	
TELFA PAD 3X4 100	20.52	
PET CARRIER DOG	43.42	
ALCOHOL 70% 4QTS=GALLON *OSM-D	20.80	
VETSCAN HEARTWORM TEST 100ct		*
PARVO TEST		*
FELUK TEST		*
CHLORHEXIDINE 4% SCRUB GALLON	37.08	
LATEX EXAM GLOVES	5.73	
SURGICAL GLOVES	26.25	
NITRIL GLOVES	16.00	
ACCEL CLEANER-55 GAL DRUM		*
DATAMARS MICROCHIP SHELTER PAK		*
Vaccines		
DA2pov		*
Bordetella		*
FVRCP		*
Rabies		*

*Manufacturers have set bid/Shelter pricing. Merritt will honor and follow manufacturer policy on shelter program(s).
Unable to enter 2016 pricing due to bid request of 36 to 60 month.

Pharmaceuticals - Generics when available		
AZITHROMYCIN 200MG/5ML 30ML		**
LOXICOM INJ 5MG/ML 20ML		**
KETAMINE		**
DEXDOMITOR		**
TORBUGESIC	No bid	
ANTISEDAN		**
TELAZOL		**
CERENIA	No bid	
ALBON		**
SOLU-DELTA-CORTEF	No bid	
RIMADYL	No bid	

** Unable to give 36 month bid due to fluctuation in price year to year.

ASSIGNMENT OF AGREEMENT FOR VETERINARY SUPPLIES (PD 15-16.045)

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT is made 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, **Merritt Veterinary Supplies, Inc.** (hereinafter referred to as "Assignor"), a foreign for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 57-03051450, whose principal address is 1520 Pineview Road, Columbia, South Carolina 29209, and **Butler Animal Health Supply, LLC**, a foreign limited liability company authorized to conduct business in the State of Florida, FEI/EIN 37-1507466, with a principal address of 400 Metro Place North, Dublin, OH 43017 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, on or about July 5, 2016, the County and Assignor entered into an Agreement for veterinary supplies, Specification Number P.D. 15-16.045 (hereinafter referred to as the "Agreement"); and

WHEREAS, effective September 12, 2017, Assignor was acquired by Assignee pursuant to a Bill of Sale and Assignment with all such operations of Assignor being acquired by Assignee; and

WHEREAS, Assignor now desires to assign all rights, duties and obligations under the Agreement to Assignee; and

WHEREAS, Assignee now desires to accept an assignment of Assignor's rights, duties and obligations under the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor, and Assignee hereby agree as follows:

1. The recitals contained in the preamble of this Assignment are true and correct and incorporated herein by reference.

2. The Agreement is hereby assigned to Assignee and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor under the Agreement shall become the rights, duties and obligations of Assignee immediately upon this Assignment becoming effective.

3. County, Assignor, and Assignee agree to the assumption of the performance of the Agreement by Assignee and to the release of Assignor from any further performance under the Agreement.

4. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to the Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar

references thereto shall be deemed and construed to be a reference to the Agreement, as amended by this Assignment.

5. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment of 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)

ASSIGNOR:
MERRITT VETERINARY SUPPLIES, INC.

_____
Corporate Secretary

By: _____
President

(SEAL)

Date: 2/8/18

ASSIGNEE: BUTLER ANIMAL HEALTH SUPPLY, LLC

_____
Witness

By: _____
Its _____

_____
Witness

Date: 2/9/18

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	000000	Vendor Name:	Henry Schein		
Project Number:		P.O. Number:	180754	C.O. Number	1
Department:	Building Services/ Animal Services	P.D. Number:		Date:	04/10/18

Notes for Modifying the Scope of Award:

This change order provides for:

An increase in funds to **Cost Center 250202 Object Code 55201** in the amount of $60,000.00

To Modify Existing Purchase Order:

		Quantity Adjustment:	Amount:
Adding Dollars to Line Item No:	1		$60,000.00
Deleting Dollars from Line Item No:			
Adding Dollars to Line Item No:			
Deleting Dollars from Line Item No:			

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)

Previous Purchase Order Total Dollars:	$49,000.00
Net Dollars added or subtracted:	$60,000.00
New Purchase Order Total Dollars:	$109,000.00

Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
250202	55201		60000	$109,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: *Dawn Harris* **Date:** 04/10/18

Contract Administrator's Certification & Approval: _____ **Date:** _____

Office of Purchasing Review Agent: _____ **Date:** _____

Bureau Chief: _____ **Date:** _____

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14041 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: U.S. Department of Justice Assistance Grant Application for Correctional Officer Bullet Proof Vest Funding
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a U.S. Department of Justice Grant Application for Correctional Officer Bulletproof Vest Funding - Commander Selina L. Barnes, Corrections Department Interim Director

That the Board take the following action regarding the U.S. Department of Justice Assistance Grant Application for Correctional Officer Bulletproof Vest Funding:

A. Approve the U.S. Department of Justice Assistance Grant Application for Correctional Officer Bulletproof Vest funding requesting $17,160. The Grant Program requires a 50% ($8,580) match that will be paid from existing department funds, that will be utilized to purchase 30 bulletproof vests for the County Jail Transportation Unit, providing potentially life-saving vests to transport unit correctional officers and providing required transportation escort services to inmates for attendance at required appointments, court activities, and facility transfers; and

B. Authorize Whitney C. Lucas, Finance Division Manager, to electronically submit the Application on behalf of the Board through the U.S. Department of Justice Assistance Grant portal.

[Match Funding: Fund 001, General Revenue, Cost Center 290401]

BACKGROUND:

The Bulletproof Vest Partnership (BVP) was created by the Bulletproof Vest Partnership Grant Act of 1998 which is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement, which includes correctional officers. This program provides 50% funding for the purchase of bulletproof vests for correctional officers. This grant is requesting $17,160 for the purchase of 30 vests that will be available to the jail transportation unit and any additional correctional officer that may be utilized to backfill the unit in providing transportation escort service for inmates to attend critical/required appointments or for facility transfers. The required $8,580 match will come from already approved and existing department funds. The grant deadline is May 29, 2018. Should there be an award, the award will be brought before the Board for approval and acceptance.

BUDGETARY IMPACT:

The grant funds are designed as a cost reimbursement program to the Escambia County Corrections Department with a direct 50% match in the amount of $8,580. The match has already been identified from within existing Department budgeted funds from General Revenue Fund 001, Cost Center 290401. No additional funds are being requested from the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant applications with match requirements be approved by it.

IMPLEMENTATION/COORDINATION:

Whitney C. Lucas, Finance Division Manager, Department of Corrections, will electronically submit the grant application upon Board approval and authorization.

Attachments

BVP Grant Program Application

AGENCY INFORMATION

Please make sure your agency name is correct. If the agency name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

AGENCY INFORMATION

Name:	ESCAMBIA COUNTY DEPARTMENT OF CORRECTIONS
Agency T ype:	Local Adult Corrections
Government ID Number:	10101701720000
Number of Existing Full T ime Officers:	368
Number of Existing Part T ime Officers:	14

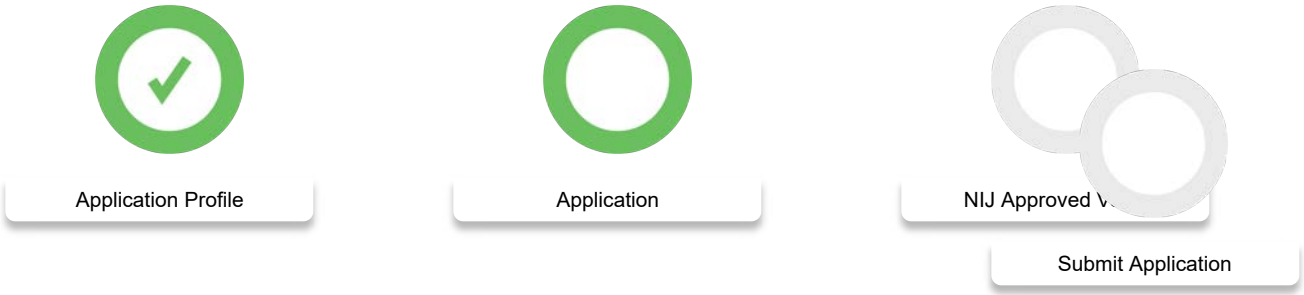
OFFICE ADDRESS

* Address Line 1:	2251 North Palafox Street
Address Line 2:	

* City:	PENSACOLA
State:	FL
* Zip:	32522-7789

CANCEL SAVE

APPLICATION PROFILE



Please enter your application profile information.

APPLICATION PROFILE

Vest Replacement Cycle:
Under normal conditions, the number of years you allow an officer to wear body armor before it is replaced. 5

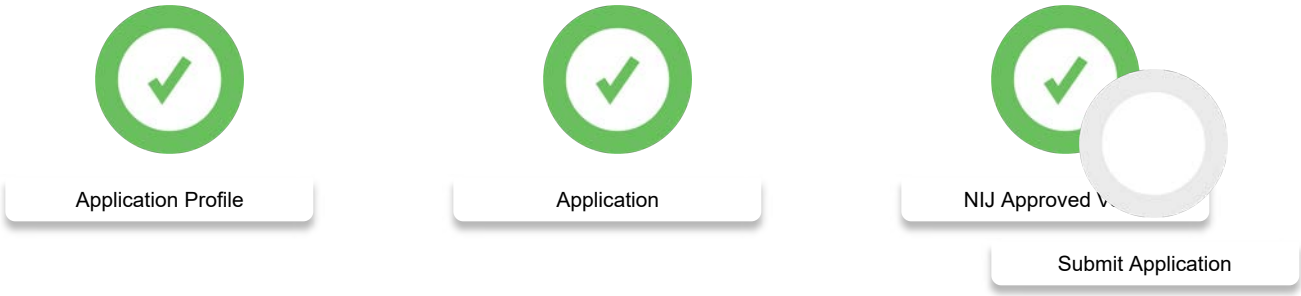
Number of Emergency Replacement Needs:
Number of Emergency Replacement Needs cover vests that are potentially defective, vests that have been lost, stolen, or damaged, and vests needed as a result of unanticipated Number of Officer T urnover occurring within the last 3 to 6 months. It DOES NOT include tactical vests or routine agency needs for new or replacement vests unless those vests contain Zylon® and must be replaced immediately .

* Number of Stolen or Damaged	0
* Number of Officer T urnover	0

Required fields are denoted by *.

SAVE CANCEL

MANAGE APPLICATION



Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant		ESCAMBIA COUNTY DEPARTMENT OF CORRECTIONS
Fiscal Year		2018
Vest Replacement Cycle		5
Number of Officers		382
Number of Emergency Replacement Needs	Number of Stolen or Damaged	0

Number of Officer T urnover	0

VIEW/UPDATE APPLICA TION

Vests for 2018 Regular Fund

Model Name	Quantity	Specification	Gender	Unit Price	Total Cost
+ CIIAF-2	10	IIA	F	$572.00	$5,720.00
+ CIIA-3	20	IIA	M	$572.00	$11,440.00
+ Grand Totals	30				$17,160.00

PROCEED TO SUBMIT APPLICATION ADD VESTS TO APPLICATION

MANDATORY WEAR POLICY

Since 2011, the Department of Justice's BVP Program has included an application requirement to ensure that agencies receiving funding for reimbursement of body armor purchases have a written Mandatory Wear Policy for uniformed patrol officers in place. Your agency has applied for BVP funding and certified that a wear policy is in place. The Bureau of Justice Assistance requests that you provide a copy of your agency's Mandatory Wear Policy for vests which were reported.

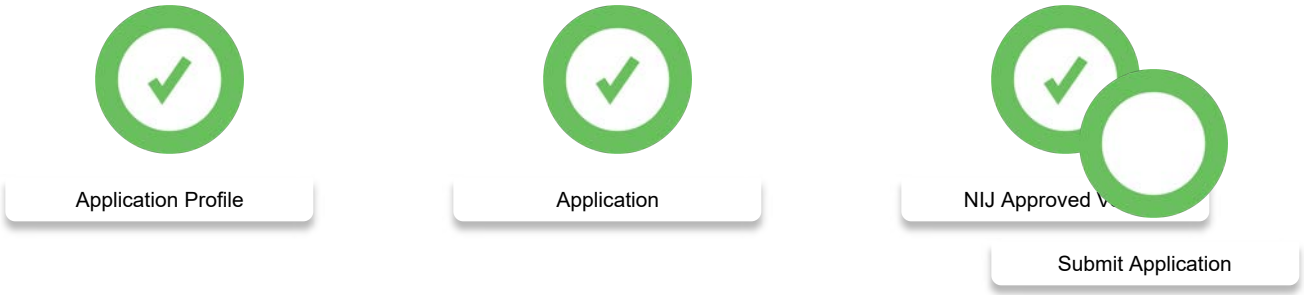
MANDATORY WEAR POLICY

Mandatory Wear Policy File Upload

CURRENT UPLOADED MANDATORY WEAR POLICY

Upload Date	Upload User	Upload Comments	Action
04/17/2018 02:14:21 PM	bchattaw@myescambia.com	809.5.2.3-Policy only applies to all transportation Unit and supplemental officers providing transport services.	View

SUBMIT APPLICATION



APPLICATION PROFILE

Participant		ESCAMBIA COUNTY DEPARTMENT OF CORRECTIONS
Fiscal Y ear		2018
Vest Replacement Cycle		5
Number of Officers		382
Number of Emergency Replacement Needs	Number of Stolen or Damaged	0
	Number of Officer T urnover	0

Important: Once you complete and submit this form, your application will be electronically forwarded to your Jurisdiction for review and approval. You will then be able to review your application but not make further modifications. Modifications can only be made by contacting your Jurisdiction and requesting that your application be reopened. Do NOT contact the BVP program to perform this function; only your Jurisdiction has the authority to do this. Please coordinate the need to change your application with the jurisdiction contact person, to ensure that the jurisdiction's application is not forwarded to the Department of Justice until all modifications have been made.

APPLICATION FOR FUNDING

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
30	$17,160.00	$0.00	$17,160.00

SUBMIT FOR APPROVAL

General Certification

U.S. Department of Justice
Office of Justice Programs

Bulletproof Vest Partnership Grant
Certifications and Assurances
by the Chief Executive of the Applicant Law Enforcement Agency

On behalf of the applicant, and in support of this application for an award under the Bulletproof Vest Partnership (BVP) Grant program, I certify under penaltyof perjury to the Office of Justice Programs (OJP), U.S. Department of Justice (Department), that all of the following are true and correct:

a. I have the authority, as chief executive of the applicant to make the following representations on behalf of myself and the applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the applicant based on its application.
b. The applicant has the legal authority to apply for the federal assistance sought by the application, and that it has funds sufficient to pay any required non-federal share of project costs.
c. I assure that, throughout the period of performance for the award (if any) made by OJP based on the application, the applicant will-
    i. comply with all award requirements and all federal statutes and regulations applicable to the award;
    ii. require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
    iii. maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
d. The applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition-
    i. the applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. ?? 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. ?? 794); section 901 of the Education Amendments of 1972 (20 U.S.C. ?? 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. ?? 6102);
    ii. the applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. ?? 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. ?? 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. ?? 5672(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. ?? 13925(b)(13)) also may apply; and
    iii. on behalf of the applicant, I make the specific assurances set out in 28 C.F.R. ???? 42.105 and 42.204.

e. The applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).
f. I assure that the applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application. The applicant agrees that documentation to support the BVP application and payment requests will be kept for at least a three year period.
g. I certify that submission of this application for funding under the BVP Grant Act constitutes the legally binding acceptance by the applicant of the terms and conditions set forth in the application, and of the BVP program's statutory, regulatory, and programmatic requirements, restrictions, and conditions.
h. The applicant understands that, in the case of any equipment or products that may be purchased under an award under the BVP Grant Act, it is the sense of the Congress that BVP recipients receiving the assistance should, in expending the award funds, purchase only American-made equipment and products.
i. No funding received under any other Federal grant program will be used to pay or defer the cost, in whole or in part, of the matching requirement of 31 USC ?? 10531(1), except as provided in 31 USC ?? 10531(2) regarding funds appropriated for the activities of any agency of an Indian Tribal government or the Bureau of Indian Affairs.
j. The applicant EITHER:
    i. did NOT (or will NOT) apply for a Justice Assistance Grant (JAG) Local award for the same fiscal year as that of this application; OR
    ii. HAS applied for (or WILL apply for) a JAG Local award for the same fiscal year as that of this application and has considered but did NOT (and does NOT) expect to use those JAG Local award funds for any part of the cost of purchasing armor vests (including either the federal or the match portion).

☐ I acknowledge and accept the General Certification

CERTIFICATION

Funding Limits Certification

a. I acknowledge that all funding awards will be subject to the availability of funds and I acknowledge that there is no guaranteed level of funding associated with the submission of this application to the BVP program.

b. The applicant will meet its financial and contractual obligations associated with any purchase transactions, regardless of the amount of funding received under this application.

☐ I acknowledge and accept the Funding Limits Certification

CERTIFICATION
Mandatory Wear Policy Certification

a. The applicant has a written, mandatory-wear policy that establishes general requirements for law enforcement and corrections officers, assigned to uniformed functions, to wear (subject to appropriate exceptions as determined by the applicant) bullet-resistant vests and that this policy is in effect on the date this application is submitted.
b. I assure that the foregoing written mandatory-wear policy will remain in effect during the service life of any and all vests purchased with federal funds under this award.
c. To the best of my knowledge and belief, after diligent inquiry and review, this applicant is, at the time this application is submitted, in compliance with the foregoing mandatory-wear policy.
d. I assure that the applicant will remain in compliance with the foregoing mandatory-wear policy throughout the service life of any and all vests purchased with federal funds under this award.

☐ I acknowledge and accept the Mandatory Wear Policy Certification

CERTIFICATION
Unique Vest Fit Certification

a. To the best of my knowledge and belief, after diligent inquiry and review, I certify that, at the time this application is submitted-
    i. The criteria and protocols, made available by the BVP program, for providing "uniquely fitted" ballistic or stab-resistant vests to officers have been reviewed.
    ii. All of the applicant's law enforcement and corrections officers have been provided with access to the ASTM International "Standard Practice for Body Armor Wearer Measurementand Fitting of Armor"-ASTM Standard E3003-and the Justice Information Technology Center's "Personal Armor Fit Assessment".
    iii. All of the applicant's law enforcement and corrections officers have been notified that, upon their request, they will be provided with the opportunity to receive a protectivevest that is uniquely fitted to them.

Note: In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armorvests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of 1)correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses,fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarilyrequire body armor that is individually manufactured based on the measurements of an individual wearer.

☐ I acknowledge and accept the Unique Vest Fit Certification

CERTIFICATION

Signature Acknowledgement Certification

I understand and 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 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 payments under OJP programs such as the BVP program, including certifications provided in connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.

☐ I acknowledge and accept the Signature Acknowledgement Certification

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14043 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Agreement for Oral Health Care Services for Escambia County Jail Inmates
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for Oral Health Care Services between Escambia County and Escambia Community Clinics, Inc. - Selina Barnes, Interim Director of Corrections

That the Board take the following action concerning the Agreement for Oral Health Services between Escambia County and Escambia Community Clinics, Inc.:

A. Approve the Agreement for Oral Health Care Services between Escambia County and Escambia Community Clinics, Inc., that provides for the treatment of both emergency and non-emergency oral health care conditions of Escambia County Jail inmates; and

B. Authorize the County Administrator to execute the Agreement.

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

BACKGROUND:

In June 2016, the Escambia County Jail received notice that their contracted dentist would no longer be providing services to the facility after July 23, 2016. At this time an RFP (PD15-16.069) was issued in order to procure dental services for the Escambia County Jail. The RFP received no responses from parties interested in providing services within the jail. Due to the lack of interest it was decided that the Jail would be forced to take the inmates in need of care to an outside facility. Since the total estimated annual cost for these services would not exceed the $50,000 threshold, the health services staff reached out to a number of local providers and obtained competitive quotes for the desired services. It was

determined that Escambia Community Clinics, Inc. offered the most advantageous pricing structure and on December 8, 2016, the Board approved the initial agreement between the County and Escambia Community Clinics for the referenced services. Escambia Community Clinics, Inc. has now approached the County requesting an increase to the non-emergency services outlined in the agreement under Section 4a. Although these service fees are generally covered by the offenders, the health services staff again obtained competitive quotes and determined that Escambia Community Clinics, Inc. was still the most financially advantageous option.

BUDGETARY IMPACT:

Although the rates associated with non-emergency services have increased, the rates regarding emergency services have remained unchanged. Funding is available to cover those fees for which the County is responsible in Fund 001, General Fund; Cost Center 290402, Inmate Medical.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved this agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Board of County Commissioners' policy requires contracts and agreements to be approved by the Board.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by the Escambia County Department of Corrections.

Attachments

Agreement for Oral Health Services

Competitive Quotes

AGREEMENT FOR ORAL HEALTH CARE SERVICES

THIS AGREEMENT is entered into by and between Escambia Community Clinics, Inc., a not-for-profit corporation authorized to conduct business in the State of Florida, with a principal address of 14 West Jordan Street, Pensacola, FL 32501, and Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, Escambia Community Clinics, Inc. (hereinafter referred to as "Contractor") provides access to primary care, mental health, pediatric, dental care and supportive services for low income, medically needy, and homeless citizens of Escambia County and Santa Rosa Counties; and

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, the Contractor is qualified to render appropriate oral health care services to Escambia County inmates; and

WHEREAS, the County and Contractor desire to enter into this agreement setting forth the terms whereby Escambia Community Clinics shall provide oral healthcare services for Escambia County inmates.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the parties 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 the date last executed and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

3. Scope of Services. Contractor agrees to provide oral health care services (within the scope of its practice) to County inmates that are referred by the Escambia County Department of Corrections – Health Services Unit (hereinafter referred to as "Health Services"). All personnel rendering services on behalf of Contractor shall be duly qualified to provide such services in the State of Florida. Services shall be limited to relief of acute oral disease via simple and complicated (surgical) extractions where indicated. All appointments for non-emergency services must be pre-arranged by the County. All pertinent patient information (including but not limited to patient health history, consent and HIPPA forms) must be submitted before the scheduled appointment during a specified time frame which will be determined by the Contractor. All inmates receiving services at Escambia Community Clinics shall be accompanied by a certified correctional officer.

4. Billing and Payment for Services Rendered.

   a) Non-Emergency Services- Contractor shall provide non-emergency services based upon the following fee schedule:

- $76 for a limited (problem focused) dental exam/x-ray/treatment planning appointment;

- $180 per tooth for a simple dental extraction; and

- $279 per tooth for a complicated (surgical) dental extraction.

Contractor shall obtain payment for non-emergency services from inmates or their families prior to providing dental care or performing any dental procedures. Contractor shall be responsible for billing any third-party payers for inmates with private dental insurance coverage. Contractor shall reserve the right to refuse non-emergency services to any inmate at any time. Unless otherwise agreed to in writing, the County shall not be liable for payment of any non-emergency services rendered by Contractor.

b) Emergency Services- Contractor shall provide emergency examination and treatment to County inmates upon the request of Health Services. Contractor shall be responsible for billing any third-party payers for inmates with private dental insurance coverage. Payment for emergency services rendered to uninsured inmates may be billed to the County at the Medicaid rate of $129.41 per visit.

c) Contractor may submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of the 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.

5. Coordination of Care. Contractor agrees to provide oral health care records and any necessary information for continuity of care purposes when referrals are made to outside providers. With client consent, Contractor agrees to provide appropriate records and treatment plans to Health Services staff when patients are released from care or the course of treatment has been completed.

6. Independent Contractor Status. In the performance of this Agreement hereunder, Escambia Community Clinics is an independent contractor. Escambia Community Clinics shall not hold itself out as an employee, agent or servant of the County; and Escambia Community Clinics 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.

7. Facilities and Equipment. It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement.

8. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for any services provided through the date of termination.

9. Indemnification. Escambia Community Clinics shall indemnify, defend and hold harmless Escambia County and its officers, directors, employees, successors, and assigns from

and against any and all liability, loss, actions, claims, or demands incurred by or asserted against Escambia County as a result of or arising from breach of the terms of this Agreement or related to the services provided by Escambia Community Clinics under this Agreement; provided that such liability, loss, action, claim, or demand is not proven to result from Escambia County's intentional misconduct or negligence.

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: Escambia Community Clinics, Inc.
Attention: Chandra Smiley
14 West Jordan Street
Pensacola, Florida 32501

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. 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.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

CONTRACTOR: ESCAMBIA COMMUNITY CLINICS, INC.

ATTEST:

By: Chandra Smiley, Executive Director

By: _____ Date: 03-29-2018
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.
By/Title:
Date: 3/29/18

QUOTE 1

AGREEMENT FOR ORAL HEALTH CARE SERVICES

THIS AGREEMENT is entered into by and between Escambia Community Clinics, Inc., a not-for-profit corporation authorized to conduct business in the State of Florida, with a principal address of 14 West Jordan Street, Pensacola, FL 32501, and Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, Escambia Community Clinics, Inc. (hereinafter referred to as "Contractor") provides access to primary care, mental health, pediatric, dental care and supportive services for low income, medically needy, and homeless citizens of Escambia County and Santa Rosa Counties; and

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, the Contractor is qualified to render appropriate oral health care services to Escambia County inmates; and

WHEREAS, the County and Contractor desire to enter into this agreement setting forth the terms whereby Escambia Community Clinics shall provide oral healthcare services for Escambia County inmates.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the parties 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 the date last executed and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

3. Scope of Services. Contractor agrees to provide oral health care services (within the scope of its practice) to County inmates that are referred by the Escambia County Department of Corrections – Health Services Unit (hereinafter referred to as "Health Services"). All personnel rendering services on behalf of Contractor shall be duly qualified to provide such services in the State of Florida. Services shall be limited to relief of acute oral disease via simple and complicated (surgical) extractions where indicated. All appointments for non-emergency services must be pre-arranged by the County. All pertinent patient information (including but not limited to patient health history, consent and HIPPA forms) must be submitted before the scheduled appointment during a specified time frame which will be determined by the Contractor. All inmates receiving services at Escambia Community Clinics shall be accompanied by a certified correctional officer.

4. Billing and Payment for Services Rendered.

a) Non-Emergency Services- Contractor shall provide non-emergency services based upon the following fee schedule:

- $76 for a limited (problem focused) dental exam/x-ray/treatment planning appointment;
- $180 per tooth for a simple dental extraction; and
- $279 per tooth for a complicated (surgical) dental extraction.

Contractor shall obtain payment for non-emergency services from inmates or their families prior to providing dental care or performing any dental procedures. Contractor shall be responsible for billing any third-party payers for inmates with private dental insurance coverage. Contractor shall reserve the right to refuse non-emergency services to any inmate at any time. Unless otherwise agreed to in writing, the County shall not be liable for payment of any non-emergency services rendered by Contractor.

b) Emergency Services- Contractor shall provide emergency examination and treatment to County inmates upon the request of Health Services. Contractor shall be responsible for billing any third-party payers for inmates with private dental insurance coverage. Payment for emergency services rendered to uninsured inmates may be billed to the County at the Medicaid rate of $129.41 per visit.

c) Contractor may submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of the 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.

5. Coordination of Care. Contractor agrees to provide oral health care records and any necessary information for continuity of care purposes when referrals are made to outside providers. With client consent, Contractor agrees to provide appropriate records and treatment plans to Health Services staff when patients are released from care or the course of treatment has been completed.

6. Independent Contractor Status. In the performance of this Agreement hereunder, Escambia Community Clinics is an independent contractor. Escambia Community Clinics shall not hold itself out as an employee, agent or servant of the County; and Escambia Community Clinics 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.

7. Facilities and Equipment. It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement

8. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for any services provided through the date of termination.

9. Indemnification. Escambia Community Clinics shall indemnify, defend and hold harmless Escambia County and its officers, directors, employees, successors, and assigns from

QUOTE 2

EDWIN E. YEE, DMD, PA
6160 NORTH DAVIS HWY SUITE 6
PENSACOLA, FL 32504
(850) 479-3355

- LIMITED OFFICE VISIT (PROBLEM FOCUS).....$95.00
- COMPREHENSIVE NEW PATIENT EXAM.....$100.00
- PROPHY (CLEANING).....$100.00
- SIMPLE EXTRACTION.....$200.00
- SURGICAL EXTRACTION.....$310.00
- XRAYS (SINGLE) $30.00
- BITEWING XRAYS (HYGIENE).....$70.00
- PANOREX/FULL MOUTH XRAYS.....$130.00

QUOTE 3

Gulf Coast Facial & Oral Surgery
Todd T. Timko, D.M.D.
4400 Bayou Blvd., Suite 44A
Pensacola, Florida 32503
(850) 475-1895

Fee Schedule

Anesthesia

D9230 – Nitrous Oxide - $75.00
D9223 – IV anesthesia (15 minute increments) - $150.00 **–this code replaces D9220 and D9221**
D9243 – IV sedation (15 minute increments) - $150.00 **– this code replaces D9241 and D9242**

Extractions

D7111 – Coronal/Decedious Remnants - $75.00
D7140 – Simple Extraction - $120.00
D7210 – Surgical Extraction - $205.00
D7220 – Soft Tissue Impacted - $260.00
D7230 – Partial Bony Impacted - $325.00
D7240 – Full Bony Impacted - $370.00
D7250 – Difficult Bony Impacted - $435.00
D7250 – Residual Roots Surgical - $215.00

Ortho related

D7280 – Surgical Exposure - $410.00
D7283 – Surgical Ligation - $185.00
D7293 – TAD placement - $150.00
D7282 – Mobilize to Aid Eruption/Luxation - $325.00

Implants/grafts

D6010 – Endosseous Implant - $1500.00
D6100 – Implant removal - $325.00
D6020 – Abutment/Uncovering – no charge
D6080 – Implant Maintenance (debridement) - $150.00
D7951 – Sinus lift with bone graft - $1500.00
D7953 – Bone graft - $300.00
D4275 – Allograft - $300.00
D4266 – Bone graft $259.00 – **use this code for Cigna/Dentemax patients**

Denture Reline

D5730 – Maxillary - $100.00
D5731 – Mandible - $100.00

Other Codes Used often

D9930 – Bony spicule removal - $150.00
D4249 – Crown Lengthening - $380.00

Biopsy (TT will tell what price)

41100 – Anterior Tongue
41105 – Posterior Tongue

D7260 - OAC - $450.00
D7310 – Alveoloplasty w/exts - $185.00
D7320 – Alveoloplasty w/out exts - $310.00
D7472 – Tori (Maxillary) - $490.00
D7473 – Tori (Mandibular) - $385.00

41108 – Floor of mouth
40808 - Vestibule
42100 - Palate
40490 - Lip

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14046 **County Administrator's Report 11. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Exercising The First of Two Possible One-Year Extensions Related to PD13-14.063
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the First of Two Possible One-Year Extensions Provided for in the Agreement for Commissary Services for the Escambia County Jail, PD 13-14.063 - Selina Barnes, Interim Corrections Director

That the Board approve the utilization of the first of two possible one-year extensions provided for under Section 6 of PD 13-14.063, Agreement for Commissary Services for the Escambia County Jail.

[Funding: This is a revenue generating Agreement benefiting the Detention/Jail Commissary Fund, Fund 111]

BACKGROUND:

On July 14, 2014, the County issued an Invitation to Bidders (PD13-14.063) seeking vendors to provide commissary services to the Escambia County Jail. On December 11, 2014, the County entered into an agreement with Aramark Correctional Services, LLC as a result of the solicitation. Section 6 of the respective agreement outlines the term of the agreement. The term is listed as three years with two possible one-year extensions if mutually agreed upon by both parties. It is the request of the Corrections Department that we utilize one of the two additional one-year terms for the period of April 1, 2018 to March 31, 2019.

BUDGETARY IMPACT:

This is a revenue generating agreement benefiting the Detention/Jail Commissary Fund, Fund 111.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the intial agreement. The utilization of the extension as provided for in section 6 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 the option to utilize extensions beyond the initial term of the agreement.

IMPLEMENTATION/COORDINATION:

Upon approval, the Corrections Department will work with the vendor to insure the continued provision of services as outlined in the agreement.

Attachments

Aramark Correctional Services, LLC, PD13-14.063

AGREEMENT FOR COMMISSARY SERVICES FOR THE ESCAMBIA COUNTY JAIL PD 13-14.063

THIS AGREEMENT is made this 11th day of ~~November~~ December, 2014 (hereinafter referred to as "Effective Date"), 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 Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bid (PD 13-14.063) for commissary services for the Escambia County Jail; 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 Contractor for the provision of commissary 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. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Commissary Services for the Escambia County Jail, Specification No. P.D. 13-14.063, and corresponding addenda, 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.

3. Rebate. Contractor agrees to pay County a 47% rebate for all inmate commissary gross sales less applicable sales tax and postage stamps.

4. Method of Billing. Contractor shall submit monthly invoices listing gross sales, stamps, taxes, net sales, and the County's applicable rebate. The invoices shall be prepared by Contractor and accompanied by any supporting data required by the County. County will use its best efforts to approve or reject such invoices within ten (10) days of receipt by County. Upon approval of the invoices by County, County shall tender payment within thirty (30) days. Rebates shall be paid to County on a monthly basis within thirty (30) days of receipt of payment from County.

5. Depositor Fees. Contractor may not charge depositors in excess of the fees provided in the fee schedule, attached hereto as **Exhibit B**.

6. Term. The term of this Agreement shall commence on April 1, 2015, and continue for a term of three (3) years. Upon mutual agreement, 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.

7. Preparation and Installation. Prior to the commencement date, Contractor and County may coordinate mutually agreeable dates/times for preparation of service areas and installation of any ancillary equipment. Said preparation and installation shall not occur prior to March 1, 2015.

8. 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 or for convenience upon providing one hundred and eighty (180) days written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

9. 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.

10. 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.

11. 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.

12. 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: Aramark Correctional Services, LLC
Attention: Derek Harless
1101 Market Street
Philadelphia, PA 19107

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.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. 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 its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

15. 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.

16. 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.

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:

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/24/14

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: 1/6/2015

By: _____
Deputy Clerk

BCC Approved 12-11-2014

CONTRACTOR:
ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
Mark Adams, Senior Vice President

Witness: _____

Date: 12-18-14

Witness: _____

EXHIBIT A

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia County Corrections

P.O. Box 17600
Pensacola, FL 32522
(850) 436-9170
(850) 436-9167 Fax
www.myescambia.com

Scope of Services Document for Escambia County Jail's Commissary Contract

1.0 KEY ELEMENTS:

a. **Title:** Scope of Service Write Up for Escambia County Jail's Commissary Provider as Services Pertain to Finance and Accounting

b. **Background:** As required by Escambia County Board of County Commissioners the current Commissary Contract with Escambia County Jail has expired and will be put out for bid since we anticipate spending more than $50,000 with vendor during FY2015.

c. **Scope:** This scope of services document pertains to Escambia County Jail's Commissary contract and all applicable portions thereof.

d. **Applicable Documents/Technical Specifications:** I defer to Escambia County BOCC's IT department regarding technical specifications and their supporting documents.

e. **Tasks:**

i. Vendor should provide inmate commissary accounting software from which we
- can view detailed information regarding deposits and expenditures of inmate account
- allows checks to be issued to vendors and inmates
- keep an accurate register of checks issued and deposits made
- allows back reconciliations to take place
- provides detailed reporting capability
- will track and provide reporting on various debt codes that are customizable by our facility
- can issue debit cards to inmates upon their release from our facility
- provides all other functions equivalent to those provided in Canteen Manager v.5.0.31

ii. Vendor shall provide inmate commissary account cash deposit kiosks at 2 locations which will be utilized by the public for the depositing of funds into inmate commissary accounts

iii. Vendor will provide onsite training for staff members of our facility on an as needed basis

iv. Vendor will provide a staff of employees including supervisory personnel, all of them shall attend orientation and be subject to a satisfactory criminal history inquiry for the purposes of internal security. All persons employed by vendor in connection with its operation a the Escambia County Jail will be on the vendor's payroll and shall be deemed employees of the vendor for tax, insurance and all other employment purposes

v. Vendor will providing booking kiosks to facilitate the deposit and recording of inmate funds upon

their arrival at the Escambia County jail

vi. Vendor will provide a sufficient number of kiosks within the housing units where inmates will be able to coordinate their commissary orders, file requests, file grievance forms. check their account balance and see their account ledgers

vii. Vendor will facilitate the procurement, sale and distribution of phone cards between an outside vendor and inmates incarcerated at Escambia County Jail

viii. Vendor will make commissary items available for purchase from outside persons and will then facilitate their delivery to the intended inmate

ix. Vendor to provide equipment for heating of water for use in consumption of items purchased on commissary. Equipment equal or identical to the following type of commercial grade heated water dispenser: Bun O Matic hot water dispenser

f. **Location of Work:** Escambia County Main Jail (2935 North L Street, Pensacola, Florida 32501) and Escambia County Central Booking and Detention Facility (1700 West Leonard Street, Pensacola, Florida 32501)

g. **Minimum Compliance Standards:** The vendor must comply with all Florida Model Jail Standards and accreditation requirements set forth by the Florida Corrections Accreditation Commission (FCAC)

Type	Transaction Amount	Depositor Fee
Trust Deposits ($300 maximum):		
Cash	$0.01 to $100 $100.01 to $300	$2.95 $3.95
Credit/Debit	$0.01 to $300	$4.95 + 3.5%
Self Release (BAIL) Deposits ($2500 maximum):		
Cash	$0.01 to $2500	$2.95 per $100
Credit/Debit	$0.01 to $2500	$4.95 + 7.5%



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14047 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Exercising The First of Two Possible One-Year Extensions Related to PD13-14.065
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the First of Two Possible One-Year Extensions Provided for in the Agreement for Inmate Food Service, PD 13-14.065 - Selina Barnes, Interim Corrections Director

That the Board approve the utilization of the first of two possible one-year extensions provided for under Section 2 of PD 13-14.065, Agreement for Inmate Food Service.

[Funding: Fund 001, General Fund; Cost Center 290401]

BACKGROUND:

On July 14, 2014, the County issued an Invitation to Bidders (PD13-14.065) seeking vendors to provide inmate food services to the Escambia County Jail. On September 25, 2014, the County entered into an agreement with Aramark Correctional Services, LLC as a result of the solicitation. Section 2 of the respective agreement outlines the term of the agreement. The term is listed as three years from the effective date (outlined in Amendment 1 of the referenced agreement) with two possible one-year extensions if mutually agreed upon by both parties. It is the request of the Corrections Department that we utilize one of the two additional one-year terms for the period of April 1, 2018 to March 31, 2019.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 290401.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the initial agreement. The utilization of the extension as provided for in section 2 of the agreement does not require an amendment ot 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 the option to utilize extensions beyond the initial term of the agreement.

IMPLEMENTATION/COORDINATION:

Upon approval, the Corrections Department will work with the vendor to insure the continued provision of services as outlined in the agreement.

Attachments

Aramark Correctional Services, LLC, PD13-14.065

AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AGREEMENT is made this 25th day of September, 2014 (hereinafter referred to as "Effective Date"), 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 Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bid (PD 13-14.065) for inmate food service for the Escambia County Jail; 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 Contractor for the provision of inmate food service 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 on the effective date provided herein and continue for a term of three (3) years. Thereafter, the County and the Contractor may extend the contract for two additional one (1) year periods upon written mutual agreement.

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 Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Inmate Food Service for the Escambia County Jail, Specification No. P.D. 13-14.065 (the "Invitation to Bid"), attached hereto as **Exhibit "A"** as well as in accordance with the Contractor's Proposal to the Invitation to Bid, attached here to as **Exhibit "B"**. 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 August 7, 2014, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "C"**.

5. Price Adjustments. The per meal prices stated in the Contractor's Bid Form are firm for the period beginning on the Effective Date and ending on September 30, 2015. Thereafter, for each subsequent 12-month period, Contractor may submit a written request for price adjustment(s) no less than thirty (30) days prior to the anniversary of the Effective Date by an amount to be mutually agreed upon by the parties. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Contractor. All requests for price adjustment(s) shall be reviewed by the County and, if approved, shall be accomplished by written amendment to the agreement subject to the approval of the Board of County Commissioners.

6. Additional Services. Food, beverage and other services required or desired by the Facility outside the scope of this Agreement shall be provided by Contractor upon written authorization by the County at mutually agreed upon prices for such services.

7. Purchase Orders. The County shall issue written purchase orders to the Contractor. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. 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.

8. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees 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.

9. 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 or for convenience upon providing one hundred-eighty (180) days' written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

10. 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.

11. 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.

12. 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.

13. 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: Aramark Correctional Services, LLC Attention: Derek Harless 1101 Market Street Philadelphia, PA 19107	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.

14. 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.

15. 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 its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

[Remainder of the page intentionally left blank]

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: 9/9/14

COUNTY:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

By: _____
Lumon J. May, Chairman

BCC Approved 09-25-2014

CONTRACTOR:

ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
Mark Adams, Senior Vice President

Date: 9-30-14

Witness: _____

Witness: _____

EXHIBIT A

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia County Corrections

P.O. Box 17800
Pensacola, FL 32522
(850) 436-9170
(850) 436-9167 Fax
www.myescambia.com

Escambia County Corrections: Inmate Food Service, Scope of Work (SOW)

It is the responsibility of the contractor to provide meals to inmates that are incarcerated in the Escambia County Jail. The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC)

All aspects of food service operations, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (64E-11., Florida Administrative Code).

The meals shall, at a minimum consist of the following:

- Breakfast, lunch and dinner.
- special management meals.
- Special/ modified diets
- alternate menu items as needed determined need during natural or domestic emergency situations.

Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations; i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.)

Menus - The Recommended Dietary Allowances of the National Research Council - National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.
If a nutritionist/dietitian is not employed by the detention facility, nutritional advice will be obtained from a licensed nutritionist or dietitian from outside sources such as county health services, local schools, hospitals or a professional dietary service. (at the Vendors Expense?)
Modified diets shall be prepared for inmates when ordered by a physician or designee.
Records of meals served shall be kept for one (1) year.
Special management meals meeting the minimum daily nutrition requirement as approved by a physician or other qualified medical staff member may be substituted for regular meals in the event an inmate throws or otherwise misuses food, beverage, food utensils, food trays, etc.
Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist



or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (ref FMJS)

Contractor will supply sufficient food service management and labor personnel to operate food service operations for two facilities.
Inmate labor will be provided by the agency to augment the contractor's food services personnel.
Contractor agrees to supervise inmate labor in the operation of inmate food service.
All contactor employees must satisfy all requirements for back ground security checks and must have accepted finger prints from FDLE.
All contactor employees must complete an orientation and agree to comply with all employee rules and regulations set forth by the agency.

Contractor agrees to operate food service on a continuous basis (daily) throughout the duration of the contract. Contractor agrees to staff food service operations during periods and times of natural and domestic emergencies.

Compensation for the contractor will be based on a rate determined by the cost per inmate per meal.

ESCAMBIA COUNTY CORRECTIONS; INMATE FOOD SERVICE, SCOPE OF WORK (SOW)

1. It is the responsibility of the contractor to provide meals to inmates that are incarcerated in the Escambia County Jail. The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC).

   Aramark understands and will comply.

2. All aspects of food service operations, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (64E-11., Florida Administrative Code).

   Aramark understands and will comply.

3. The meals shall, at a minimum consist of the following:
   - Breakfast, lunch and dinner.
   - Special management meals.
   - Special/modified diets
   - Alternate menu items as needed determined need during natural or domestic emergency situations.

   Aramark understands and will comply.

4. Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations; i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.)

   Aramark understands and will comply.

5. Menus—The Recommended Dietary Allowances of the National Research Council—National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.

   Aramark understands and will comply.

EXHIBIT
B

6. If a nutritionist/dietitian is not employed by the detention facility, nutritional advice will be obtained from a licensed nutritionist or dietitian from outside sources such as county health services, local schools, hospitals or a professional dietary service. (at the Vendors Expense?)

   Aramark understands and will comply.

7. Modified diets shall be prepared for inmates when ordered by a physician or designee.

   Aramark understands and will comply.

8. Records of meals served shall be kept for one (1) year.

   Aramark understands and will comply.

9. Special management meals meeting the minimum daily nutrition requirement as approved by a physician or other qualified medical staff member may be substituted for regular meals in the event an inmate throws or otherwise misuses food, beverage, food utensils, food trays, etc.

   Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (ref FMJS)

   Aramark understands and will comply.

10. Contractor will supply sufficient food service management and labor personnel to operate food service operations for two facilities.

    Aramark understands and will comply.

11. Inmate labor will be provided by the agency to augment the contractor's food services personnel.

    Aramark understands and will comply.

12. Contractor agrees to supervise inmate labor in the operation of inmate food service.

    Aramark understands and will comply.

13. All contractor employees must satisfy all requirements for background security checks and must have accepted finger prints from FDLE.

    Aramark understands and will comply.

14. All contractor employees must complete an orientation and agree to comply with all employee rules and regulations set forth by the agency.

    Aramark understands and will comply.

15. Contractor agrees to operate food service on a continuous basis (daily) throughout the duration of the contract. Contractor agrees to staff food service operations during periods and times of natural and domestic emergencies.

    Aramark understands and will comply.

16. Compensation for the contractor will be based on a rate determined by the cost per inmate per meal.

    Aramark understands and will comply.

BID FORM
Specification Number PD 13-14.065
Food Services for the Jail

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502
Commissioners:

Date: August 7, 2014

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Food Services for the Jail** 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:

Meal Type	Price Per Meal
Inmate Meal	$.779
Staff Meal	$.779
Outside Boxed Lunch Meal	$.779
Outside Boxed Dinner Meal	$.779
Special Modified Meal (Medical Needs)	$.779
Special Management Meal	$.779
Special Religious Meals (Kosher, etc.)	$.779
Supplies	$0

TOTAL $5.453

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 8/5/2014 Addendum No. 2 Date 8/5/2014

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

* Please see attached originally issued Bid Form for Aramark's Corporate Seal, if needed

State of Florida Department of State Certificate of Authority Document Number M07000002243

Occupational License No. Site specific: Aramark will obtain upon award of contract.

Florida DBPR Contractor's License, Certification and/or Registration No. H07000102696

Type of Contractor's License, Certification and/or Registration N/A

Expiration Date: _____

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox ___

Will your company accept Escambia County Purchasing Cards? Yes ____ No X .

Will your company accept Escambia County Direct Payment Vouchers? Yes ____ No X .

County Permits/Fees required for this project:

Bidder: Aramark Correctional Services, LLC

By: Tim Barttrum

Signature: [signature]

Title: Vice President of Business Development

Address: 1101 Market Street
Philadelphia, Pennsylvania 19107

Person to contact concerning this bid:
Derek Harless, Director of Business Development
Phone/Toll Free/Fax #Cell: (904) 703-2274 /
/ Toll Free: (800) 777-7090 / Fax: (904) 230-3833
E-Mail Address: Harless-Derek@aramark.com
Home Page Address: www.aramarkcorrections.com

Person to contact for emergency service:
Reggie Campbell, District Manager
Phone/Cell/Pager #: Cell: (850) 322-2292

Person to contact for disaster service:

EXHIBIT
C

Permit	Cost
Aramark will provide all licenses and permits needed upon award of contract.	

Reggie Campbell, District Manager
Home Address: 5502 Colinas Verde Drive
Milton, Florida 32570
Home Phone/Cell/Pager #: Cell: (850) 322-2292

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of $1000.

12/11/2014 CAL #-18

AMENDMENT TO THE AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AMENDMENT is made this 11th day of December, 2014 (hereinafter referred to as "Effective Date"), 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 Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

Date: 12/15/2014 Verified By: K. Lareau

WITNESSETH:

WHEREAS, on September 25, 2014, the County entered into an Agreement for Inmate Food Service for the Escambia County Jail; and

WHEREAS, the Parties have agreed to amend the term of the Agreement as provided herein; and

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

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

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

2. That Paragraph 2 of the Agreement shall read:

> 2. Term. This term of this Agreement shall commence on ~~the effective date provided herein~~ April 1, 2015, and continue for a term of three (3) years. Prior to the commencement date, Contractor and County may coordinate mutually agreeable dates/times for preparation of service areas. Said preparation shall not occur prior to March 1, 2015. Thereafter, the County and the Contractor may extend the contract for two additional one (1) year periods upon written mutual agreement.
>
> 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. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

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

5. That 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 set their hands and seals the day and year first written above.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
~~Lumon J. May, Chairman~~
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: 12/11/2014

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

BCC Approved 12-11-2014

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
Mark Adams, Vice President Finance

Witness: _____

Date: 11-4-14

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/18/14

AMENDMENT TO AGREEMENT FOR INMATE FOOD SERVICE PD13-14.065

THIS AMENDMENT is made this 7th day of January, 2016 (hereinafter referred to as "Effective Date"), 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 Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on September 25, 2014, the County previously entered into an agreement with Contractor for Inmate Food Service for the Escambia County Jail (PD 13-14.065), which was subsequently amended on December 11, 2014; and

WHEREAS, due to cost increases, the parties have agreed to amend the agreement to increase the price per meal; and

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

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

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

2. Effective October 1, 2015, Exhibit C to the Agreement is amended to reflect that the Price Per Meal for all food services provided by Contractor for Escambia County Corrections shall be increased by $0.0232 from $0.779 to **$0.8022**.

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

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

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

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

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

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/18/15

Date Executed 1/7/2016

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

_____
By: Mark R. Adams, Vice President Finance

Date: 12-1-15

_____
Witness

_____
Witness

BCC Approved 01-07-2016

THIRD AMENDMENT TO AGREEMENT FOR INMATE FOOD SERVICE PD13-14.065

THIS AMENDMENT is made and entered into on this 18th day of August, 2016, by and between Escambia County, political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on September 25, 2014, the County previously entered into an agreement with Contractor for Inmate Food Service for the Escambia County Jail (PD 13-14.065) wherein the County agreed to pay Contractor at a rate of 0.779 per meal; and

WHEREAS, on December 11, 2014, the parties entered into the First Amendment to the Agreement to amend the provision relating to the term of the Agreement so as to delay the commencement of inmate food service until April 1, 2015; and

WHEREAS, on January 7, 2016, the parties entered into the Second Amendment to the Agreement to increase the price per meal by 0.0232 from the original bid price of 0.779 to **0.8022** with the cost increase to applied retroactively effective October 1, 2015; and

WHEREAS, On July 18, 2016, the Contractor submitted a second request for a price adjustment to increase the price charged per meal by an additional 0.0212 with said increase to take effect on October 1, 2016; and

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

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

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

2. Effective October 1, 2016, **Exhibit C** to the Agreement is amended to reflect that the Price Per Meal for all food services provided by Contractor for Escambia County Corrections shall be increased by an additional sum of 0.0212 from 0.8022 to **0.8234**.

3. The parties hereby agree that all other provisions of the Agreement, as amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

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

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

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

By: _____
Grover C. Robinson, IV, Chairman

Date: 8/18/2016

BCC Approved: 08-18-2016

ATTEST: Pam Childers
Clerk of Court

By: _____
Deputy Clerk

(SEAL)

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

_____
Witness

By: _____

Jenny Marquez
Witness

Date: 9/15/2016

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/3/16

FOURTH AMENDMENT TO AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AMENDMENT is made and entered into by and between Escambia County, political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 23-2778485, whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on September 25, 2014, the County previously entered into an agreement with Contractor for Inmate Food Service for the Escambia County Jail (PD 13-14.065) wherein the County agreed to pay Contractor at a rate of $0.779 per meal; and

WHEREAS, on December 11, 2014, the parties entered into the First Amendment to the Agreement to amend the provision relating to the term of the Agreement so as to delay the commencement of inmate food service until April 1, 2015; and

WHEREAS, on January 7, 2016, the parties entered into the Second Amendment to the Agreement to increase the price per meal by $0.0232 from the original bid price of 0.779 to $0.8022 with the cost increase to be applied retroactively effective October 1, 2015; and

WHEREAS, on August 18, 2016, the parties entered into the Third Amendment to the Agreement to increase the price charged per meal by an additional $0.0212 from 0.8022 to $0.8234 with said increase to take effect on October 1, 2016; and

WHEREAS, on July 24, 2017, the Contractor submitted a request for price adjustment to increase the price charged per meal by an additional $0.018 from 0.8234 to **$0.8414** with said increase to take effect on October 1, 2017; and

WHEREAS, paragraph 5 of the parties' agreement provides for annual price adjustments upon the Contractor's written request and, if approved, said adjustment shall be accomplished by written amendment to the Agreement; and

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

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

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

2. Paragraph 15 of the Agreement is amended as follows:
   15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records

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

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

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

3. Effective October 1, 2017, **Exhibit C** to the Agreement is amended to reflect that the Price Per Meal for all food services provided by Contractor for Escambia County Corrections shall be increased by an additional sum of $0.0018 from 0.8234 to **$0.8414**.

4. The parties hereby agree that all other provisions of the Agreement, as amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

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

[SIGNATURE PAGE TO FOLLOW]

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

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 Court

By: _____
Deputy Clerk

(SEAL)

By: _____
D.B. Underhill, Chairman

Date: 9/21/2017

BCC Approved: 09-21-2017

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

_____
Witness

_____
Witness

By: _____

Date: 8/31/2017

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/15/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14018 **County Administrator's Report 11. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Miscellaneous Appropriations Agreement with Five Flags Sertoma of Pensacola, Inc.
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement for Fiscal Year 2017/2018 between Escambia County and Five Flags Sertoma of Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2017/2018 Miscellaneous Appropriations Agreement between Escambia County and Five Flags Sertoma of Pensacola, Inc.:

A. Approve and authorize the Chairman to sign the Miscellaneous Appropriations Agreement between Escambia County and Five Flags Sertoma of Pensacola, Inc., in the amount of $75,000, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105, to be used for the Sertoma's Fourth of July Celebration; and

B. Authorize the execution of the necessary Purchase Orders.

[Funding: Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105]

BACKGROUND:

The County makes payments in support of activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

On August 3, 2017, the Board allocated $75,000 from 4th Cent to "Sertoma's 4th of July." Since then, the responsible party for the primary production

responsibilities of Sertoma's 4th of July 2018 event and supplying all necessary documentation to the Board has changed from Northeast Pensacola Sertoma Club, In., to Five Flags Sertoma of Pensacola, Inc. Like the Fiscal Year 2016/2017 agreement, this agreement will allow a one-time lump payment of $40,000, and upon receipt of appropriate invoicing and other supporting documentation, the remaining sum of $35,000 will be paid directly to the subcontractor providing the fireworks display.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2017/2018 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Miscellaneous Appropriations Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sertoma's 4th of July Agreement

Five Flags Sertoma of Pensacola, Inc., Information

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
FIVE FLAGS SERTOMA OF PENSACOLA, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Five Flags Sertoma of Pensacola, Inc., a nonprofit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 51-0195513, with a principal address of 210 East Gregory Street, Pensacola, FL 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by providing for a patriotic countywide celebration each Independence Day commemorating the nation's birth which both educates and informs all Americans of their birthright; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2017/18 (October 1 through September 30), the sum of $75,000.00 to conduct a program generally described as:

Sertoma's Fourth of July Celebration

and more particularly set out in Exhibit A, which is attached hereto and incorporated by

reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

5. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

6. To pay "Legislative Expenses". The salaries and other expenses of the State

Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

7. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To obtain insurance coverage for outdoor events, as may be required at the County's discretion, and furnish a certificate of insurance to the County reflecting the additional insured status of the County and listing the County as a certificate holder prior to the date of the Event; and

H) Operating successfully the program more particularly described in Exhibit A to this Agreement.

Section 2. This Agreement shall be considered to have become effective upon the date last executed and will terminate on the 30th day of September 2018, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to allocate the total sum of $75,000.00 for the program of activity. One payment of $40,000.00 will be paid in advance to the Recipient. An amount not to exceed the remaining balance of the allocation ($35,000.00) will be paid on behalf of the Recipient directly to the subcontractor as provided in Section 4 below. All payments pursuant to this agreement shall be in accordance with the procedures set forth in Exhibit B to this Agreement, which is attached hereto and incorporated by reference herein.

Section 4. The Recipient is authorized to enter into an agreement with a subcontractor to furnish one fireworks display on the evening of July 4, 2018, as part of the Recipient's program of activity. The Recipient may not enter into any other subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) calendar days of the close of FY 2017-2018 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A. Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. The Recipient's approved budget, included in Exhibit A and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2018, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such

unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2018, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/13/18

FIVE FLAGS SERTOMA OF PENSACOLA, INC.

By: _____

Title: _____

Attest:

_____
Secretary

EXHIBIT A

2017/2018 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Five Flags Sertoma of Pensacola, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF FIVE FLAGS SERTOMA OF PENSACOLA, INC $75,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:
Sertoma's Fourth of July Fireworks celebration event, including, but not limited To, Fireworks, Port-O-Lets, Trash Removal, Sound/stage/band, Children's area and Insurance.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years) from the Recipient and approved subcontractor.

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- One payment of 40,000.00 will be paid to the Recipient in advance. An amount not to exceed the remaining balance of the allocation ($35,000.00) will be paid on behalf of the Recipient directly to the approved subcontractor as specified in the Agreement upon receipt of appropriate supporting documentation in accordance with the approved budget as outlined in Exhibit A. Any other appropriation payments will be made to the Recipient on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A have been submitted for all payments. The entire allocation must be substantiated with appropriate backup and proof of payment within 60 days following the event. **For the remainder of the year, no funding is advanced.**

- Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

July 4th!

Sertoma's Fourth of July Celebration Committee
Post Office Box 745
Pensacola, Florida 32591

(850) 221-2520

5 April 2018

Five Flags Sertoma of Pensacola, Inc.
Post Office Box 745
Pensacola, Florida 32591

Northeast Pensacola Sertoma Club, Inc.
Post Office Box 10697
Pensacola, Florida 32504

While all local Sertoma Clubs participate in Sertoma's 4th of July, Northeast Pensacola Sertoma Club, Inc. ("Northeast") and Five Flags Sertoma of Pensacola, Inc. ("Five Flags") have agreed that Five Flags will assume the primary production responsibilities of Sertoma's 4th of July event for 2018.

Northeast asks that Escambia County BOCC to transfer the 4th cent funds allocated for this event to Five Flags. Five Flags is responsible for supplying all necessary documentation to BOCC.

Lucy Stolfi 4-6-18
Five Flags Sertoma of Pensacola, Inc.

Gerald McAtee President 4/6/18
Northeast Pensacola Sertoma Club, Inc.

02/11/15

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8016624705C-6	01/23/2015	01/31/2020	501(C)(3) ORGANIZATION

This certifies that

FIVE FLAGS SERTOMA OF PENSACOLA INC
210 E GREGORY ST
PENSACOLA FL 32505-4963

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Item 3
Group Exemption

SERTOMA
CHARTER AGREEMENT

This Charter Agreement (Agreement) was entered into on the 2 day of June, 2008 by and between:

Sertoma Foundation (and its successors),
a not-for-profit corporation organized under the laws of the State of Missouri, and
(Sertoma)

The Five Flags Sertoma, (and its successors),
A not-for-profit corporation organized under the laws of the State of Florida.
(Sertoma Club)

WHEREAS:

Sertoma has developed programs and activities to provide financial and volunteer support for its national mission and the needs of local communities; and,

Sertoma has developed, owns, and maintains proprietary rights in certain valuable intangible properties. Such properties include, but are not limited to the trade name "Sertoma"; trademarks and service marks; and promotional and educational materials prepared and distributed in either print or electronic form, related to mission activities of Sertoma. Such properties to be referred to as "Sertoma Properties" unless separately referred to; and,

Sertoma holds the sole right to grant Charters for the adoption and use of Sertoma Properties within a defined geographic area or population; and,

The Sertoma Club has acquired the right to adopt and use Sertoma Properties pursuant to the terms of conditions set forth in the Charter Agreement; and,

The Sertoma Club has been incorporated as a not-for-profit corporation as described as in Section 501(c)(3) of the Internal Revenue Code; as amended:

NOW THEREFORE, in consideration of the privilege of utilizing the Sertoma properties, and in further consideration of mutual obligation, the parties agree to the following:

AGREEMENT

The Sertoma Club will adhere to the terms of this agreement to include:

- operate and use Sertoma Properties in a manner consistent with the Governing Documents and Policies of Sertoma;
- will adopt the model bylaws and policies for a Sertoma Club and that any revisions or amendments must be approved by Sertoma or their assignee;
- will include in their incorporation papers the required language as provided by the IRS to define the charitable purpose of the Club;
- comply with all local, state and federal laws and regulations.

Sertoma will adhere to the terms of this agreement to include:

- operate in a manner consistent with its own governing documents and the standards for public charities as defined by the Internal Revenue Service and national watchdog agencies;
- develop and support current and future programs, service and activities in support of the Sertoma Club local activities;
- prepare an annual report for Sertoma;
- cooperating with Sertoma Clubs to research and develop new ideas, activities, and services;
- comply with all local, state and federal laws and regulations.

Tax Status Compliance

A Sertoma Club holds the privilege and obligations of 501(c)(3) tax exemption held by Sertoma. The Sertoma Club (subordinate member of the group exemption) will provide or make available to Sertoma (parent member of the group exemption) all information to meet the requirements and expectations of the IRS for parent organization accountability. The reports, records, field observations, or audits required to meet these standards will be defined in the governing documents of Sertoma.

Failure by a Sertoma Club to provide these materials when required is a Breach of the Agreement and the obligation of the Sertoma Club operating as a tax-exempt entity. Such failure will result in the termination of the Charter as defined in this agreement.

Breach

Failure to comply with the terms of this agreement constitutes a breach. Should either party conclude that there might have been a breach; the procedures defined in the governing documents will be followed.

Termination

In the event of termination for cause, Sertoma will have the immediate right to take possession of all Sertoma Club charitable funds, and Sertoma Properties. All funds will be used in a manner consistent with the wishes of the donors and the mission of Sertoma. The Sertoma Club will cease use of all Sertoma Properties, including the name of the club immediately.

This Agreement and all documents referenced herein constitute the entire agreement between the parties.

On Behalf of the Sertoma

signature

Steven Murphy
Executive Director
Sertoma, Inc.

print name

title

On Behalf of Five Flags Sertomans
Name of Club

Original date of Charter 6/30/1976
date

signature

JAN CASTILLO
print name

President

signature

Lucy A. Stolfi
print name

Secretary

51-0195513

IRS

Exempt Organizations Select Check

Exempt Organizations Select Check Home

990-N (*e-Postcard*) filer Information

Tax Period:
2016 (07/01/2016 - 06/30/2017)

Employer Identification Number (EIN):
51-0195513

Legal Name:
FIVE FLAGS SERTOMA OF PENSACOLA INC

Mailing Address:
P O Box 745
Pensacola, FL 32591
United States

Doing Business As:

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Principal Officer's Name and Address:
Diana Manchester
4280 Langley Ave
Pensacola, FL 32504
United States

Website URL:

Related 990-N (*ePostcard*) Filings:

If the organization has filed additional Forms 990-N (*e-Postcards*), link(s) to additional *e-Postcard* filings are displayed below. Click on the link(s) to see the information included in those filing(s).

Tax Year 2013
Tax Year 2014
Tax Year 2015

Return to Search Results Return to Search Page

IRS

Exempt Organizations Select Check

Exempt Organizations Select Check Home

990-N (*e-Postcard*) filer Information

Tax Period:
2015 (07/01/2015 - 06/30/2016)

Employer Identification Number (EIN):
51-0195513

Legal Name:
FIVE FLAGS SERTOMA OF PENSACOLA INC

Mailing Address:
P O Box 745
Pensacola, FL 32591
United States

Doing Business As:

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Principal Officer's Name and Address:
Diana Manchester
4280 Langley Ave
Pensacola, FL 32504
United States

Website URL:

Related 990-N (*ePostcard*) Filings:

If the organization has filed additional Forms 990-N (*e-Postcards*), link(s) to additional *e-Postcard* filings are displayed below. Click on the link(s) to see the information included in those filing(s).

Tax Year 2013
Tax Year 2014
Tax Year 2016

Return to Search Results Return to Search Page

IRS

Exempt Organizations Select Check

Exempt Organizations Select Check Home

990-N (*e-Postcard*) filer Information

Tax Period:
2013 (07/01/2013 - 06/30/2014)

Employer Identification Number (EIN):
51-0195513

Legal Name:
FIVE FLAGS SERTOMA OF PENSACOLA INC

Mailing Address:
PO BOX 745
PENSACOLA, FL 325910745
United States

Doing Business As:

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Principal Officer's Name and Address:
H Neal Smith
PO BOX 745
PENSACOLA, FL 325910745
United States

Website URL:
www.fiveflagssertoma .org

Related 990-N (*ePostcard*) Filings:

If the organization has filed additional Forms 990-N (*e-Postcards*), link(s) to additional *e-Postcard* filings are displayed below. Click on the link(s) to see the information included in those filing(s).

Tax Year 2014
Tax Year 2015
Tax Year 2016

Return to Search Results Return to Search Page

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 03 2014

FIVE FLAGS SERTOMA OF PENSACOLA INC
PO BOX 745
PENSACOLA, FL 32591

Employer Identification Number:
51-0195513
DLN:
17053007375003
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
November 15, 2010
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Tamera Ripperda

Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14020 **County Administrator's Report 11. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: SBA # 086 - Recognize Funds Awarded from the Flood Mitigation Assistance Grant Program and Property Recovery Project
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #086 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #086, Disaster Recovery Fund (112), in the amount of $641,727, to recognize the State of Florida, Division of Emergency Management Flood Mitigation Assistance Grant Program (FMA) Project funds, to retrofit the three single family residences of Stein, Dike and Wiles and to reduce and/or mitigate the damage that might otherwise occur from flooding, severe weather, or other hazards.

BACKGROUND:

Escambia County is "The Recipient" of a Flood Mitigation Assistance Grant Program (FMA) project, as defined in FMA-PJ-04-FL-2014-025. As the Recipient, Escambia County agreed to administrate and complete the project per the Sub-grant Agreement with The State of Florida, Division of Emergency Management under Modification Number Two of contract # 16FM-J8-01-27-01-265, date January, 11, 2016.

The Scope of Work, approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency (FEMA), is funded as: Federal Share $641,727 and Local Share $553,598, totaling $1,195,325 to retrofit the single family residencies of Stein ($227,699), Dike ($205,349), and Wiles ($208,678) and is the maximum awarded under this grant for this project. Any additional costs are the homeowner's responsibility with projected costs are as follows: Stein ($254,260), Dike ($203,394) and Wiles ($95,944).

As a Flood Mitigation Assistance Grant Program (FMA) project, the Recipient, Escambia County, shall ensure that the three residences identified above that are located in a Special Flood Hazard Area, are mitigated against future flood damage through mitigation reconstruction projects where the existing structures are demolished and a hazard-resistant, code-compliant structure is built on the same site.The lowest finished floor of all three structures will be elevated above the Base Flood Elevation. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structures shall be no more than ten (10) percent greater than that of the original structure.

Each of the completed residences shall meet the requirements of the Florida Building Code and/or Floodplain Management Ordinance of Escambia County or any other applicable local regulation.

BUDGETARY IMPACT:

This amendment will increase Fund 112 (Disaster Recovery Fund) by $641,727.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA # 086

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, Escambia County has been awarded funds to facilitate the Stein, Dike and Wiles property recovery and agreed to administrate and complete the project per the approved Flood Mitigation Assistance Grant program as approved by Florida Division of Emergency Management and FEMA, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Disaster Recovery Fund	112
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
FEMA Reimbursement	112	331203	$227,699
FEMA Reimbursement	112	331203	$205,349
FEMA Reimbursement	112	331203	$208,678
Total			$641,727

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
John Stein / 7919 Mobile Hwy			
Professional Services (Construction)	112/ 250122 (new)	53101	$150,000
Professional Services (Pre/Post Construction)	112/ 250122 (new)	53101	$33,830
Other Contractual Services (Homeowner Displacement)	112/ 250122 (new)	53401	$30,000
Other Current Charges (Subapplicant Mgmt. Cost)	112/ 250122 (new)	54901	$13,869
David & Carolyn Dike / 14150 Gorham Rd			
Professional Services (Construction)	112/ 250122 (new)	53101	$150,000
Professional Services (Pre/Post Construction)	112/ 250122 (new)	53101	$21,121
Other Contractual Services (Homeowner Displacement)	112/ 250122 (new)	53401	$21,746
Other Current Charges (Subapplicant Mgmt. Cost)	112/ 250122 (new)	54901	$12,482
Janey Wiles / 14111 Gorham Rd			
Professional Services (Construction)	112/ 250122 (new)	53101	$150,000
Professional Services (Pre/Post Construction)	112/ 250122 (new)	53101	$22,779
Other Contractual Services (Homeowner Displacement)	112/ 250122 (new)	53401	$23,418
Other Current Charges (Subapplicant Mgmt. Cost)	112/ 250122 (new)	54901	$12,482
Total			$641,727

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: 2018.04.18 11:32:54 -05'00'

OMB Approved

Supplemental Budget Amendment
086

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13987 **County Administrator's Report 11. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: SBA #087 - Sherriff's Off-Duty Officer Reimbursement, Insurance Proceeds, Investigative Costs, & Misc. Fees
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #087 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #087, General Fund (001), in the amount of $121,192, to recognize the Sheriff's off-duty officer, investigative costs, insurance proceeds, firing range and miscellaneous reimbursements/fees, and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

BACKGROUND:

The Sheriff's Department has received off-duty officer, insurance proceeds, firing range, investigative costs and miscellaneous costs reimbursements/fees associated with providing law enforcement and services in Escambia County. An appropriation of $121,192 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This amendment will increase Fund 001 (General Fund) by $121,192.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA # 087

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 County Budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from expenses incurred by the Sheriff's Department, including reimbursement for off-duty officer employment expenses, auto insurance, investigation costs, firing range and public records requests. These funds must now be recognized and appropriated back into the Sheriff's Budgets accordingly.

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:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Miscellaneous Sheriff Fees	001	369939	$72,763
Investigative Costs	001	341525	458
Firing Range	001	347532	250
Insurance Proceeds	001	369008	47,720
Total			**$121,192**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Expenses	001/540101	59703	$121,192
Total			**$121,192**

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: 2018.04.12 09:17:50 -05'00'

OMB Approved

Supplemental Budget Amendment
#087

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14049 **County Administrator's Report 11. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Supplemental Budget Amendment #096 - LAP Agreement for Design of Ferry Landing at Quietwater Beach Phase II
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #096 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #096, Local Option Sales Tax Fund III (352), in the amount of $231,500, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program Agreement (LAP), and to appropriate these funds for design of the ferry landing at Quietwater Beach Phase II.

BACKGROUND:

On May 3, 2018, it is anticipated the Board will approve a LAP agreement between the Florida Department of Transportation and Escambia County, Florida, for design of the ferry landing at Quietwater Beach Phase II. Project costs for the design phase will be reimbursed in the amount of $231,500, which is the amount being appropriated with this amendment.

Phase I is currently under construction and includes the ferry dock pier extension, ADA and access upgrades, and ticket booth.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by $231,500.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #096

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, Escambia County will receive funds from a State of Florida Department of Transportation Local Agency Program Agreement for design of the Ferry Landing at Queitwater Beach Phase II, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Local Options Sales Tax III	352
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
LAP-Quietwater Ferry Landing	352	334495	$231,500
Total			$231,500

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Improvements Other than Buildings	352/210115	56301/16EN3434	$231,500
Total			**$231,500**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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: 2018.04.20 11:06:40 -05'00'

OMB Approved

Supplemental Budget Amendment
#096

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13771 **County Administrator's Report 11. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Contract Award for Video Visitation Solutions for the Escambia County Jail
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Video Visitation Solutions at the Escambia County, Florida Jail - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement Relating to Video Visitation Services for Escambia County Corrections between Escambia County and Global Tel*Link Corporation, per the terms and conditions of PD 17-18.022, Video Visitation Solutions, for a term of three years with two one-year renewals, at a cost of $28,731 annually, for software support and maintenance.

[Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services]

BACKGROUND:

The Request for Proposals was advertised in the Pensacola News Journal on January 8, 2018, and emailed to a list of two known firms. Two proposals were received on January 25, 2018. The Selection Committee held discussions with the responding firms on February 9, 2018. Immediately after the discussions with the firms, the Selection Committee unanimously selected Global Tel*Link the #1 ranked firm.

BUDGETARY IMPACT:

Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

All work associated with the recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Agreement will be issued by the Office of Purchasing. The Contract will be administered by the Escambia County Corrections Department.

Attachments

Selection Committee Ranking Scores

Solicitation

Agreement

PDD 17-18.022 Video Visitation Services Ranking Form

Committee Member: Brandon Knuth – Securus

Criteria	Weight	Committee Member Score
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60	40
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20	~~15~~ 18
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10	4
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10	8
Total Possible Score	**100**	70

Notes:

Product Functionality → I feel this is the same type of product as our current equipment. Items left off RFP.

Price → High Upfront Cost

PDD 17-18.022 Video Visitation Services Ranking Form

Committee Member: Brandon Knuth – GTL/Teamate

Criteria	Weight	Committee Member Score
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60	52
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20	15
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10	8
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10	10
Total Possible Score	**100**	85

Notes:

Product Functionality → Tablets would be easy to maintain. Seems more user friendly. Easy to swap equipment out as needed.

Price → Lower Upfront cost

Securus

PDD 17-18.022 Video Visitation Services Ranking Form

Committee Member: JASON WALKER

Criteria	Weight	Committee Member Score
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60	45
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20	18
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10	5
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10	9
Total Possible Score	**100**	77

Notes:

Securus did not respond completely w/ RFP

30 years

upfront hardware purchase $325,000

3% commission

40¢ per min

option B $9,600 per month lease

115,200 per

education App

job search App

GTL

PDD 17-18.022 Video Visitation Services Ranking Form

Committee Member: JASON WALKER

Criteria	Weight	Committee Member Score
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60	50
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20	15
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10	8
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10	8
Total Possible Score	**100**	81

Notes: GTL - too many unknowns due to requisition of Telmate; however gave optional

27 years 800 counties (29 FL counties)

50% commission

40¢ per min

listed hardware costs

option B

25¢ per min

25% comm

game center

E-books

Securus

PDD 17-18.022 Video Visitation Services Ranking Form

Committee Member: Tamyra Jarvis

Criteria	Weight	Committee Member Score
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60	~~50~~ 45
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20	20
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10	5
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10	8
Total Possible Score	**100**	78

Notes:

Product Functionality - things left out of RFP

Experience 120 DOC sites including FLDOC. Extensive coverage in FL - families of Inm's familiar with them. Use employees, not contractors for service calls.

Price - $115,000 per year hardware charges - high upfront cost. This is b/c they have to change out everything.

Optional SVCS

Provided more extensive options. Phone service

GTL

PDD 17-18.022 Video Visitation Services Ranking Form

Committee Member: Tamyra Jarvis

Criteria	Weight	Committee Member Score
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60	~~46~~ 50
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20	18
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10	8
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10	7
Total Possible Score	**100**	83

Notes:

Product Functionality – telemate + gtl met were enhanced technical specifications.

Experience – 800 counties, including 29 in FL. In business for 27 years. Currently utilized by Walton who houses our FTM's.

Price – per minute cost (public), $12 30 minutes, Private legal .40 minute. Commission rates 50%. OR option for flexible commission charge. Low upfront cost.

Optional Svcs

Telemate was a Benefit

GTL

PDD 17-18.022 Video Visitation Services Ranking Form

Committee Member: Reshonda Watson

Criteria	Weight	Committee Member Score
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60	40
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20	20
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10	8
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10	9
Total Possible Score	**100**	77

Notes:

GTL - compined - Functionality
Flex unit & telemate → Futurtree

Experiences - Both meet the outlined Qualification provided requested backup documentations

Price - Inmate charges
Software and upgrade Charges

Optional Services - telemate
music, messagings

Securus

PDD 17-18.022 Video Visitation Services Ranking Form

Committee Member: Reshonda Watson

Criteria	Weight	Committee Member Score
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60	30
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20	20
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10	6
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10	7
Total Possible Score	**100**	63

Notes:

30 - left out information as requested in the RFP

Experiences - Both meet the outlined qualifications, provided requested backup documentations

Price - they charge Inmates
High software and upgrade charges
Hardware

Optional Services listed → (AIS)
phone services -
Inmate call services, [illegible]

PDD 17-18.022 Video Visitation Services Ranking Form

Committee Member: Lt Kelee Brown GTL

Criteria	Weight	Committee Member Score
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60	45
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20	15
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10	8
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10	8
Total Possible Score	100	76

Notes:

Renew; Telmate will be integrated in 6 months

Internet Video 4 Sys only

PDD 17-18.022 Video Visitation Services Ranking Form

Committee Member: Lt Kelee Braun Securus

Criteria	Weight	Committee Member Score
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60	40
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20	15
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10	5
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10	7
Total Possible Score	100	67

Notes:

Internet Video only 6 yrs

Securus has upfront costs that GTL doesn't have to clear

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Video Visitation Solutions

SOLICITATION NUMBER PD 17-18.022

RESPONSES WILL BE RECEIVED UNTIL: 3:00 PM CST, January 25, 2018

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

Video Visitation Solutions
PD 17-18.022
Request for Proposals

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PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2nd Floor 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 17-18.022, "Video Visitation Services," "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 Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

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 non-employee 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.

1-1 PURPOSE

The Board of County Commissioners of Escambia County is searching for a company that can provide Escambia County Corrections Department with an on-site Video Visitation Service to be utilized in correctional environments within Escambia County's detention facilities.

The intent of this Request for Proposal (RFP) is to seek product and service information from firms qualified and experienced in this specialized field. Submittal of a proposal and qualifications shall be designed to portray how Proposers can best fulfill the services required by the County while also providing the best value to the County.

For the firm selected as offering the best combination of service and value to the County, the County intends to award a three (3) year agreement with options for up to two (2) consecutive twelve (12) month renewals, with a maximum term of up to sixty (60) months. The Video Visitation Service will operate on a revenue-sharing and commission bases with proceeds payable to the Escambia County Jail's Inmate Welfare Fund (IWF).

1-2 NARRATIVE

The Escambia County Correction's Department is responsible for the care, custody, and control of the population housed within its facilities. The average daily population for the facilities requesting service via this RFP are approximate and can average between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail *	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April, 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex. The Escambia County Jail system currently utilizes Video Visitation (VV) for its inmates located at the Main Jail, Work Release Facility and County Road Prison.

* Walton County Jail is not to be included in the response to this RFP.

1-3 SCOPE OF SERVICES

Required Services:

The Proposer must provide, install, operated, maintain, and service the Video Visitation System (VVS) for the Escambia County Jail. The hardware will be serviced by the Board of County Commissioners (BCC) Information Technology (IT) staff.

1. The County is requesting a fully operational system in place as quickly as possible and within a maximum of ninety (90) calendar days of the Notice to Proceed being issued.

2. Liquidated Damages will be a component of the final agreement as the County is required to abide by Florida Model Jail Standards.

3. During the installation, there will be no more than a total of three (3) calendar days' downtime, and zero (0) downtime during weekends.

4. Work must be performed during the business week (Monday-Friday) during normal business hours as approved by the department, and a fully operational system shall in place during weekends.

The Proposer must provide the following base system requirements:

1. Scheduling capacity (Corrections Staff, Inmate, and Public Availability).

2. Video and Audio Recording Capacity with the ability to easily retrieve needed files. It should be noted that the facility must have the ability to turn off the recording capability at any given time when to attorney/client privilege needs to be maintained.

3. Interface with the Escambia County Jail's jail management system – currently CTS America/SmartJail.

4. Interface with the Escambia County Jail's Inmate Trust Account Banking System – currently Aramark's CORE system.

5. The Proposer must provide equipment equal to or better than the current equipment owned by Escambia County (see Attachment A) if the current equipment is not compatible with the Proposer's product.

6. The Proposer must assume any costs or expenses which are the result of any necessary wiring changes or changes to infrastructure required to operate the Proposer's VVS. The existing cabling and network hardware are currently operating with no issues.

7. The Proposer must provide a VVS with a scheduling method that has the capability of monitoring and disconnecting the video visits by the Escambia County Corrections VVS Administrators and for these features to include preventative maintenance and equipment repairs.

8. The scheduling method must have the ability to set a limit on the number of visits per day, per inmate, and the length of time allotted for each visit.

9. Proposer must provide visitation from kiosks located at the Video Visitation Facility, located at 1190 West Leonard Street, Pensacola, FL 32501, at no cost to the public or the Inmate.

10. Proposer must provide overnight delivery of failed hardware components and equipment if required to maintain operation of the VVS.

11. The Proposer shall provide technical support with two (2) hours of notice given.

12. The Proposer must provide ALL on-site video visitation visits free of charge, however, remote video visits will be charged according to the Pricing Sheet for this RFP (see Attachment B).

13. The Proposer and its employees will follow all Escambia County Corrections regulations, rules, and standards.

Infrastructure, Cabling, and Technology Specifications:

1. The Proposer will work with the BCC IT department to install all servers and networking equipment needed for the implementation.

2. The Proposer will provide any needed network cabling, and coordinate the installation with the BCC IT department.

Preferred and Optional Services:

1. In addition to the Required Services noted above, the Escambia County Corrections Department has an interest in any options that reduce the level of time

required of Operational Staff to operate the VVS. These options may include hardware and/or software tools, or procedural changes that automate and simplify various staff-required or staff-intensive operational processes.

2. Escambia County Corrections is interested in modernizing the way in which an Inmate accesses and utilizes various services provided within the facility. In order to accomplish this goal, Escambia County would be interested in obtaining information and cost proposals related to additional technology-driven solutions offered by the Proposer.

3. All additional features and available options should come with their own pricing documentation. The price(s) for preferred and optional services should not be combined with the requested pricing related to the Video Visitation Solution (see Attachment B).

1-4 COMMISSION RATE

The Commission Rate is only related to those visits not be provided free of charge as referenced above.

1-5 REVISIONS:

The County may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge and new information becomes available.

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Responses shall include the complete name and address of the Proposing firm, and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of RFP response. **Provide one (1) paper copy and one (1) complete submittal on flash-drive or Compact Disc (CD)**.

2-2 REQUIREMENTS

Proposer must be able to safely and securely provide specified services to meet the needs of Inmates at the various housing Escambia County Jail, as well as the general public, for the purpose of conducting Video Visitation sessions. Proposer's minimum qualification criteria include, but are not limited to, the following:

1. Due to the complex nature and security concerns of correctional facilities, Proposers must have at least five (5) years of recent experience providing and administering video visitation services to city, county, or state correctional facilities.

2. Proposer must provide a qualified, trained, and certified staff dedicated to the sole purpose of supporting the proposed Video Visitation System.

3. Proposer must have fully-automated and configurable scheduling software incorporated into the proposed software application.

The proposer shall provide the following in their response to this RFP:

1. Training plan for staff.

2. Timeline with detailed step-by-step plans for ramping up to full operation once a Notice to Proceed is issued.

3. A narrative description of how the Proposer will deliver the requested services. This narrative shall include must include hardware, software, and implementation services necessary to furnish the proposed solution.

4. Provide specific information concerning the Proposer's experience in the services specified in this RFP, preferably within the State of Florida. Current examples of VVS operations should be submitted as references.

5. Names and qualifications of personnel to be assigned to this project.

6. The Proposer must provide policies and procedures relative to security of employees and background checks.

7. A detailed list of any requirements the Proposer will have of the County to provide, along with a detailed justification for the requirement.

8. Complete Attachment B in full, and provide - separately - all information regarding any recommended Preferred or Optional Services.

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement April 5, 2018.

The criteria used to determine the best value to the County are as follows:

Criteria	Weight
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10
Total Possible Score	**100**

PART IV SCHEDULE

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

Event	Scheduled Date
Public Notice	January 8, 2018
Final Date for Questions	5:00 PM, CST, January 18, 2018
Responses to Questions	January 19, 2018
RFP Responses Due	3:00 PM, CST January 25, 2018
Short-List Meeting	11:00 AM, CST January 31, 2018
Discussions/Ranking Meeting	8:30 AM, CST February 9, 2018
1st Negotiations	3:00 PM, CST February 28, 2018
2nd Negotiations (If Necessary)	1:00 PM, CST March 9, 2018
Recommendation to BCC	April 5, 2018

All questions shall be directed to:

Jeffrey Lovingood
Purchasing Specialist
Telephone (850) 595-4953
Email: JDLovingood@myescambia.com

PART V CONTRACT TERM / RENEWAL / TERMINATION

1. The contract resulting from this RFP shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum sixty (60) 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.

2. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

3. The initiation County department(s) shall issue release purchase orders against the term contract on an "as needed" basis.

4. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

5. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

6. 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.

7. The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

ATTACHMENT A
Current Equipment Specifications
PD 17-18.022
For a
Video Visitation Solution

All video visitation station components must be field replaceable by facility staff or by the VVS contractor. All video visitation station components must, at minimum, meet the following requirements:

A. **VISITOR STATIONS (118 total)**

1. Correction grade wall mountable enclosure with minimum 14 gauge steel
2. Minimum of 17" color monitor
3. USB webcam
4. 60 with two Detention grade audio handsets with cable lanyard 33" in length and 58 with one Detention grade audio handset with cable lanyard 33" in length
5. Sloped top
6. Available with minimum of 1/4" Lexan safety glass
7. Enclosure shall be wall mounted with a minimum of 4 lag bolt locations and openings for two 4-square boxes in the rear.
8. The enclosure shall not have any openings exposed to inmate or visitor.
9. Available with standard monitor or touchscreen
10. Option for second handsets
11. Option for external USB port
12. Option for external corrections grade keyboard and track ball
13. Optional pedestal mounts available in single, dual, tri and quad configurations
14. Option for mobile video visitation stations
15. Videoconferencing Codec Hardware
    I. 4GB Hard Drive or better.
    II. 2GB of RAM or better.
16. Videoconferencing Codec will contain multiple non-proprietary CODECS. CODECS to include a minimum of the following:
    I. Must have built in Video Conferencing CODEC which utilizes H.323 and/or SIP protocols for open communication directly to devices from Cisco, Polycom, Lifesize etc.
    II. Must have option to utilize embedded Cisco Jabber CODEC which communicates with Cisco's Unified Call Manager and meets the following specifications:
        a) Bandwidth - Supported from 24 kbps up to 8 Mbps
        b) Video standards
            1) H.264
            2) H.263+
            3) H.263
        c) Video system must allow users to view other party in full screen mode without sacrificing video quality.
        d) Video Resolution & Frame rates- The available resolution at any time depends on the video source, the available bandwidth, and the processing power of the computer.
            1) Native NTSC:
                i. 400p (528 x 400 pixels)
                ii. 4SIF (704 x 480 pixels)
                iii. SIF (352 x 240 pixels)
            2) Native PAL:

i. 448p (576 x 448 pixels)
ii. 4CIF (704 x 576 pixels)
iii. CIF (352 x 288 pixels)
iv. QCIF (256 x 144 pixels)
v. SQCIF (128 x 96 pixels)

3) Native PC Resolutions:
i. XGA (1024 x 768 pixels)
ii. VGA (640 x 480 pixels)
iii. QVGA (256 x 144 pixels)

4) Wide Resolutions:
i. w1080p (1920 x 1080 pixels)
ii. w720p (1280 x 720 pixels)
iii. w576p (1024 x 576 pixels)
iv. w448p (768 x 448 pixels)
v. w288p (512 x 288 pixels)

e) Audio standards
1) MPEG4 AAC-LD; 48 kHz, 64 kbps
2) G.722.1; 24 kbps
3) G.722.1; 32 kbps
4) G.711 a-law
5) G.711 mu-law

B. **INMATE STATIONS (6 total)**

1. Correction grade steel wall mountable enclosure with option to attach to existing correctional industry standard “mini-phone” wall mount bracket
2. Interchangeable front faceplate for height range 5’3” – 6’3”
3. Minimum 10.1” Android based quad core tablet
   I. Multi-touch capacitive screen
   II. Tempered glass and anti-glare screen protector
   III. Front facing webcam
   IV. Quad-core processor
   V. 1G RAM
   VI. 16GB NAND memory
   VII. Customizable OS and launcher designed for corrections market to prevent unauthorized access to unapproved programs.
   VIII. Tablets will be controlled by an industry leading enterprise mobility management solution that allows for easy of update and services upgrades
4. Power-over-Ethernet capability with simultaneous data and power transfer.
5. Detention grade electret audio handset with cable lanyard at least 33” in length (dual handsets optional)
6. The enclosure shall not have any openings exposed to inmate or visitor.
7. Option for mobile video visitation stations
8. Will contain multiple non-proprietary CODECS. CODECS to include a minimum of the following:

I. *Must have built in Video Conferencing CODEC which utilizes H.323 and/or SIP protocols for open communication directly to devices from Cisco, Polycom, Lifesize etc*
II. Must utilize Adobe Flash - for "at home" internet visitations

C. **RECORDINGS**

All visitation recordings shall be processed and stored locally within the facility's internal server environment or optionally, if facility desires, at remote data center.

D. **SERVERS**

VVS servers shall be installed locally within the facility's internal server environment or optionally, if facility desires, at remote data center

1. Application Server-Minimum Requirements
   - I. Operating System: Windows Server 2012
   - II. Database support: Oracle 11, PostgreSQL 9, SQL Server 2008
   - III. Processor: Quad Core, 2Ghz or higher
   - IV. Memory: 4GB RAM
   - V. Disk Storage:
     - a) 80GB minimum available storage space
     - b) RAID1 for maximum up time
     - c) SPEED of disks for database server – 15,000 RPM
   - VI. Network: 1 or more 100MB/1GB NIC (as appropriate for network)
   - VII. Local Access: KVM, or monitor, keyboard & mouse (for initial OS setup)
   - VIII. Remote access: RDT, VNC, VPN, Logmein.com or other connection method for support
   - IX. Back-up and Redundancy: Ability to function in different back-up and redundant environments. Type of environment that is appropriate depends upon IT policies and standards.
   - X. Redundant Power supplies for maximum up time
   - XI. PCI-Express slot for auto dialer card
   - XII. DVD Drive
   - XIII. Rack Rails: 2 post / 4 post
   - XIV. Approved manufacturers: Dell, HP
2. Recording & Storage Server (recording up to 24 simultaneous visits)
   - I. Operating System: Linux (dedicated 80GB min. OS Partition)
     - a) Linux CentOS 6.x – 64bit
   - II. Processor: 1 Six Core, 2Ghz or higher
   - III. Memory: 8GB RAM
   - IV. Network:
     - a) One or more 1GB NIC
     - b) If applicable, connection to SAN or other external storage device
   - V. Local Access: KVM, or monitor, keyboard & mouse (for initial OS setup)
   - VI. Remote access: SSH, VPN, or other connection method for support
   - VII. Disk Storage:
     - a) Two options (suggested to have RAID 5 or 6)
       - 1) Local Storage
       - 2) External Storage: Attached SAS, SCSI, iSCSI, etc. 80 GB

for the local OS normally on local hard disk in server

b) XX hours of recordings at 120MB per hour + 50GB = total recording storage space

VIII. Back-up and Redundancy: Ability to function in different back-up and redundant environments. Type of environment that is appropriate depends upon IT policies and standards.

IX. Redundant Power supplies for maximum up time

X. DVD Drive

XI. Rack Rails: 2 post / 4 post

XII. Approved manufacturers: Dell, HP

XIII. Flash Recording Server (remove if internet/at home video visitation is not included)

a) Can be installed on the recording/storage server or optionally on a separate server for security reasons (example located in DMZ) per facility security policy.

E. **ADDITIONAL INFORMATION**

1. VVS shall be connected to a 100 Mbps Ethernet network.
2. VVS shall utilize CAT6 cabling for connection to the visitation network.
3. VVS shall provide an adequate number of Gigabit or 10/100Base-T managed multicast switches and ports to accommodate the total number of visitation stations, servers and administration stations.
4. Facility shall be responsible for any and all bandwidth required for Internet video visitations.

ATTACHMENT B
Pricing Sheet
PD 17-18.022
For
Video Visitation Solution

A. COMMISSIONS

Keeping the availability of remote video visitation financially feasible for the users is a primary concern for Escambia County. Low per-minute costs have been deemed more critical than high commission rates. Commission on gross revenue or per-completed-visit shall be submitted on this Bid Form. Requested rate/cost, fee and commission information will be entered on the lines provided. Please note: Submission of additional pricing pages, clarification pages, and/or pricing scales, or any documentation regarding pricing other than that submitted on this Bid form should be clearly labeled so as not to result in the disqualification of Proposer's RFP response.

Video Visitation Pricing	Cost to General Public (A)	Cost to Inmates (B)	Cost to Public Defenders (C)	Cost to Private Legal Council (D)	Commission Rate (E)
Per Minute Cost	$	$	$	$	%
30-Minute Block Cost	$	$	$	$	%
Additional Fees / Charges Per session	$	$	$	$	%

B. HARDWARE COSTS

Please provide a detailed breakdown of the costs associated with the various forms of hardware you are proposing for the facility.

C. SOFTARE SUPPORT AND MAINTENANCE

Please provide a detailed breakdown of the yearly software support/maintenance fees associated with the Video Visitation Solution.

AGREEMENT RELATING TO VIDEO VISITATION SERVICES FOR ESCAMBIA COUNTY CORRECTIONS (PD 17-18.022)

THIS AGREEMENT is made and entered into and between Escambia County, a political subdivision of the State of Florida, with a principal address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Global Tel *Link Corporation, a foreign for-profit corporation, FEI/EIN 63-1071001, with a principal address of 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on January 8, 2018, the County issued a Request for Proposals (P.D. 17-18.022) seeking a contractor to install a new video wall for the EOC; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such work; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such work 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:

Section 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.

Section 2. **Term.** This Agreement shall commence as of the date last executed and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of five (5) years.

After all options to renew have been exercised and it is determined that interim performance is necessary to allow for the solicitation and award of a new agreement, the parties may agree to extend the agreement on a month-to-month basis up to a maximum of six (6) additional months. Pricing and all other terms and conditions of the agreement shall apply during the interim period. The total duration of this agreement shall not exceed the duration of five (5) years and six (6) months.

Section 3. **Scope of Services.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Request for Proposals "Video Visitation Solutions," Solicitation No. P.D. 17-18.022, attached hereto as **Exhibit A**. The Scope of services shall include installing, operating and maintaining a fully operational Video Visitation System for the term of this Agreement inclusive of all required equipment, hardware and software—to include the monitoring and recording system, visitation control system, secure database, and visitation station equipment. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

Section 4. **Compensation/Method of Payment.** County shall pay Contractor in an amount not to exceed $28,731.00 for the first calendar year of the initial term for annual software support

and maintenance fees related to the Video Visitation System, as set forth in the Pricing Form, attached hereto as **Exhibit B.** Thereafter, the annual fee for software support and maintenance fees shall increase by no more than 3.5% per year.

Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court
Attn: Accounts Payable
221 Palafox Place
Pensacola, Florida 32502

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.

Section 5. **VVS User Rates.** Contractor shall not charge a fee for on-premises video visitation services for inmate users or video visitation services provided on-premises at the Video Visitation Facility located at 1190 West Leonard Street. In addition, Contractor shall not charge a fee for video visitation services to public defenders representing inmates in the custody of Escambia County Corrections whether the user elects to access the service on-premises or by remote device. Contractor may charge a user fee not to exceed the amounts provided in Exhibit B for video visitation services provided to the general public, including private attorneys representing inmates in the custody of Escambia County Corrections, if the user elects to access the service by a remote device.

Section 6. **Termination.** This Agreement may be terminated by County for cause or for convenience upon providing thirty (30) days written notice to the 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, 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.

Section 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.

Section 8. Insurance.

8.1 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; and

(c) Florida statutory Workers' Compensation.

8.2 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.

8.3 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.

8.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. 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.

Section 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.

Section 10. Subcontracts. The Contractor may subcontract work under this Agreement with the prior written consent of the County. The Contractor shall submit a copy of all executed subcontracts within ten (10) days of execution. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 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:

To: Global Tel *Link Corp.	To: Escambia County
Attention: General Counsel	Attention: County Administrator
12021 Sunset Hills Road, Ste. 100	221 Palafox Place, Suite 420
Reston, VA 36607	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.

Section 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.

Section 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.

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

Section 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.

Section 15. 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.

Section 16. Permits, License 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 scope of work or portions thereof, which are applicable during the performance of the work.

Section 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.

Section 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.

Section 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.

Section 20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

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

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: GLOBAL TEL *LINK CORPORATION

By_____
Jeffrey B. Haidinger, President

ATTEST:

_____
Corporate Secretary

Date: _____

[SEAL]

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/18/18

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Video Visitation Solutions

SOLICITATION NUMBER PD 17-18.022

RESPONSES WILL BE RECEIVED UNTIL: 3:00 PM CST, January 25, 2018

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



Video Visitation Solutions
PD 17-18.022
Request for Proposals

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PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2nd Floor 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 17-18.022, "Video Visitation Services," "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 Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

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 non-employee 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.

1-1 PURPOSE

The Board of County Commissioners of Escambia County is searching for a company that can provide Escambia County Corrections Department with an on-site Video Visitation Service to be utilized in correctional environments within Escambia County's detention facilities.

The intent of this Request for Proposal (RFP) is to seek product and service information from firms qualified and experienced in this specialized field. Submittal of a proposal and qualifications shall be designed to portray how Proposers can best fulfill the services required by the County while also providing the best value to the County.

For the firm selected as offering the best combination of service and value to the County, the County intends to award a three (3) year agreement with options for up to two (2) consecutive twelve (12) month renewals, with a maximum term of up to sixty (60) months. The Video Visitation Service will operate on a revenue-sharing and commission bases with proceeds payable to the Escambia County Jail's Inmate Welfare Fund (IWF).

1-2 NARRATIVE

The Escambia County Correction's Department is responsible for the care, custody, and control of the population housed within its facilities. The average daily population for the facilities requesting service via this RFP are approximate and can average between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail *	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April, 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex. The Escambia County Jail system currently utilizes Video Visitation (VV) for its inmates located at the Main Jail, Work Release Facility and County Road Prison.

* Walton County Jail is not to be included in the response to this RFP.

1-3 SCOPE OF SERVICES

Required Services:

The Proposer must provide, install, operated, maintain, and service the Video Visitation System (VVS) for the Escambia County Jail. The hardware will be serviced by the Board of County Commissioners (BCC) Information Technology (IT) staff.

1. The County is requesting a fully operational system in place as quickly as possible and within a maximum of ninety (90) calendar days of the Notice to Proceed being issued.

2. Liquidated Damages will be a component of the final agreement as the County is required to abide by Florida Model Jail Standards.

3. During the installation, there will be no more than a total of three (3) calendar days' downtime, and zero (0) downtime during weekends.

4. Work must be performed during the business week (Monday-Friday) during normal business hours as approved by the department, and a fully operational system shall in place during weekends.

The Proposer must provide the following base system requirements:

1. Scheduling capacity (Corrections Staff, Inmate, and Public Availability).

2. Video and Audio Recording Capacity with the ability to easily retrieve needed files. It should be noted that the facility must have the ability to turn off the recording capability at any given time when to attorney/client privilege needs to be maintained.

3. Interface with the Escambia County Jail's jail management system – currently CTS America/SmartJail.

4. Interface with the Escambia County Jail's Inmate Trust Account Banking System – currently Aramark's CORE system.

5. The Proposer must provide equipment equal to or better than the current equipment owned by Escambia County (see Attachment A) if the current equipment is not compatible with the Proposer's product.

6. The Proposer must assume any costs or expenses which are the result of any necessary wiring changes or changes to infrastructure required to operate the Proposer's VVS. The existing cabling and network hardware are currently operating with no issues.

7. The Proposer must provide a VVS with a scheduling method that has the capability of monitoring and disconnecting the video visits by the Escambia County Corrections VVS Administrators and for these features to include preventative maintenance and equipment repairs.

8. The scheduling method must have the ability to set a limit on the number of visits per day, per inmate, and the length of time allotted for each visit.

9. Proposer must provide visitation from kiosks located at the Video Visitation Facility, located at 1190 West Leonard Street, Pensacola, FL 32501, at no cost to the public or the Inmate.

10. Proposer must provide overnight delivery of failed hardware components and equipment if required to maintain operation of the VVS.

11. The Proposer shall provide technical support with two (2) hours of notice given.

12. The Proposer must provide ALL on-site video visitation visits free of charge, however, remote video visits will be charged according to the Pricing Sheet for this RFP (see Attachment B).

13. The Proposer and its employees will follow all Escambia County Corrections regulations, rules, and standards.

Infrastructure, Cabling, and Technology Specifications:

1. The Proposer will work with the BCC IT department to install all servers and networking equipment needed for the implementation.

2. The Proposer will provide any needed network cabling, and coordinate the installation with the BCC IT department.

Preferred and Optional Services:

1. In addition to the Required Services noted above, the Escambia County Corrections Department has an interest in any options that reduce the level of time

required of Operational Staff to operate the VVS. These options may include hardware and/or software tools, or procedural changes that automate and simplify various staff-required or staff-intensive operational processes.

2. Escambia County Corrections is interested in modernizing the way in which an Inmate accesses and utilizes various services provided within the facility. In order to accomplish this goal, Escambia County would be interested in obtaining information and cost proposals related to additional technology-driven solutions offered by the Proposer.

3. All additional features and available options should come with their own pricing documentation. The price(s) for preferred and optional services should not be combined with the requested pricing related to the Video Visitation Solution (see Attachment B).

1-4 COMMISSION RATE

The Commission Rate is only related to those visits not be provided free of charge as referenced above.

1-5 REVISIONS:

The County may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge and new information becomes available.

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Responses shall include the complete name and address of the Proposing firm, and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of RFP response. **Provide one (1) paper copy and one (1) complete submittal on flash-drive or Compact Disc (CD).**

2-2 REQUIREMENTS

Proposer must be able to safely and securely provide specified services to meet the needs of Inmates at the various housing Escambia County Jail, as well as the general public, for the purpose of conducting Video Visitation sessions. Proposer's minimum qualification criteria include, but are not limited to, the following:

1. Due to the complex nature and security concerns of correctional facilities, Proposers must have at least five (5) years of recent experience providing and administering video visitation services to city, county, or state correctional facilities.

2. Proposer must provide a qualified, trained, and certified staff dedicated to the sole purpose of supporting the proposed Video Visitation System.

3. Proposer must have fully-automated and configurable scheduling software incorporated into the proposed software application.

The proposer shall provide the following in their response to this RFP:

1. Training plan for staff.

2. Timeline with detailed step-by-step plans for ramping up to full operation once a Notice to Proceed is issued.

3. A narrative description of how the Proposer will deliver the requested services. This narrative shall include must include hardware, software, and implementation services necessary to furnish the proposed solution.

4. Provide specific information concerning the Proposer's experience in the services specified in this RFP, preferably within the State of Florida. Current examples of VVS operations should be submitted as references.

5. Names and qualifications of personnel to be assigned to this project.

6. The Proposer must provide policies and procedures relative to security of employees and background checks.

7. A detailed list of any requirements the Proposer will have of the County to provide, along with a detailed justification for the requirement.

8. Complete Attachment B in full, and provide - separately - all information regarding any recommended Preferred or Optional Services.

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement April 5, 2018.

The criteria used to determine the best value to the County are as follows:

Criteria	Weight
Product Functionality: Ability to meet technical specifications. Properly communicate qualifications. Respond appropriately to the RFP Requirements.	60
Experience with Similar Industry Systems: Years and level of Experience providing the requested service to local, state, or federal correctional facilities.	20
Price: Detailed costs, both direct and indirect, will be evaluated. Long-term costs and Total Cost of Ownership will also be considered. This section includes evaluation of both the costs charged to those utilizing the remote visits and the commission rate remitted to Escambia County.	10
Preferred/Optional Services Available: Availability and cost of any proposed optional services that can be utilized to modernize/enhance the operations of the Escambia County Jail as requested in Section D (3).	10
Total Possible Score	**100**

PART IV SCHEDULE

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

Event	Scheduled Date
Public Notice	January 8, 2018
Final Date for Questions	5:00 PM, CST, January 18, 2018
Responses to Questions	January 19, 2018
RFP Responses Due	3:00 PM, CST January 25, 2018
Short-List Meeting	11:00 AM, CST January 31, 2018
Discussions/Ranking Meeting	8:30 AM, CST February 9, 2018
1st Negotiations	3:00 PM, CST February 28, 2018
2nd Negotiations (If Necessary)	1:00 PM, CST March 9, 2018
Recommendation to BCC	April 5, 2018

All questions shall be directed to:

Jeffrey Lovingood
Purchasing Specialist
Telephone (850) 595-4953
Email: JDLovingood@myescambia.com

PART V CONTRACT TERM / RENEWAL / TERMINATION

1. The contract resulting from this RFP shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum sixty (60) 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.

2. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

3. The initiation County department(s) shall issue release purchase orders against the term contract on an "as needed" basis.

4. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

5. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

6. 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.

7. The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

ATTACHMENT A
Current Equipment Specifications
PD 17-18.022
For a
Video Visitation Solution

All video visitation station components must be field replaceable by facility staff or by the VVS contractor. All video visitation station components must, at minimum, meet the following requirements:

A. **VISITOR STATIONS (118 total)**

1. Correction grade wall mountable enclosure with minimum 14 gauge steel
2. Minimum of 17" color monitor
3. USB webcam
4. 60 with two Detention grade audio handsets with cable lanyard 33" in length and 58 with one Detention grade audio handset with cable lanyard 33" in length
5. Sloped top
6. Available with minimum of 1/4" Lexan safety glass
7. Enclosure shall be wall mounted with a minimum of 4 lag bolt locations and openings for two 4-square boxes in the rear.
8. The enclosure shall not have any openings exposed to inmate or visitor.
9. Available with standard monitor or touchscreen
10. Option for second handsets
11. Option for external USB port
12. Option for external corrections grade keyboard and track ball
13. Optional pedestal mounts available in single, dual, tri and quad configurations
14. Option for mobile video visitation stations
15. Videoconferencing Codec Hardware
    I. 4GB Hard Drive or better.
    II. 2GB of RAM or better.
16. Videoconferencing Codec will contain multiple non-proprietary CODECS. CODECS to include a minimum of the following:
    I. Must have built in Video Conferencing CODEC which utilizes H.323 and/or SIP protocols for open communication directly to devices from Cisco, Polycom, Lifesize etc.
    II. Must have option to utilize embedded Cisco Jabber CODEC which communicates with Cisco's Unified Call Manager and meets the following specifications:
        a) Bandwidth - Supported from 24 kbps up to 8 Mbps
        b) Video standards
            1) H.264
            2) H.263+
            3) H.263
        c) Video system must allow users to view other party in full screen mode without sacrificing video quality.
        d) Video Resolution & Frame rates- The available resolution at any time depends on the video source, the available bandwidth, and the processing power of the computer.
            1) Native NTSC:
                i. 400p (528 x 400 pixels)
                ii. 4SIF (704 x 480 pixels)
                iii. SIF (352 x 240 pixels)
            2) Native PAL:

i. 448p (576 x 448 pixels)
ii. 4CIF (704 x 576 pixels)
iii. CIF (352 x 288 pixels)
iv. QCIF (256 x 144 pixels)
v. SQCIF (128 x 96 pixels)

3) Native PC Resolutions:
i. XGA (1024 x 768 pixels)
ii. VGA (640 x 480 pixels)
iii. QVGA (256 x 144 pixels)

4) Wide Resolutions:
i. w1080p (1920 x 1080 pixels)
ii. w720p (1280 x 720 pixels)
iii. w576p (1024 x 576 pixels)
iv. w448p (768 x 448 pixels)
v. w288p (512 x 288 pixels)

e) Audio standards
1) MPEG4 AAC-LD; 48 kHz, 64 kbps
2) G.722.1; 24 kbps
3) G.722.1; 32 kbps
4) G.711 a-law
5) G.711 mu-law

B. **INMATE STATIONS (6 total)**

1. Correction grade steel wall mountable enclosure with option to attach to existing correctional industry standard "mini-phone" wall mount bracket
2. Interchangeable front faceplate for height range 5'3" – 6'3"
3. Minimum 10.1" Android based quad core tablet
   I. Multi-touch capacitive screen
   II. Tempered glass and anti-glare screen protector
   III. Front facing webcam
   IV. Quad-core processor
   V. 1G RAM
   VI. 16GB NAND memory
   VII. Customizable OS and launcher designed for corrections market to prevent unauthorized access to unapproved programs.
   VIII. Tablets will be controlled by an industry leading enterprise mobility management solution that allows for easy of update and services upgrades
4. Power-over-Ethernet capability with simultaneous data and power transfer.
5. Detention grade electret audio handset with cable lanyard at least 33" in length (dual handsets optional)
6. The enclosure shall not have any openings exposed to inmate or visitor.
7. Option for mobile video visitation stations
8. Will contain multiple non-proprietary CODECS. CODECS to include a minimum of the following:

ATTACHMENT A
Current Equipment Specifications
PD 17-18.022
For a
Video Visitation Solution

I. *Must have built in Video Conferencing CODEC which utilizes H.323 and/or SIP protocols for open communication directly to devices from Cisco, Polycom, Lifesize etc*
II. Must utilize Adobe Flash - for "at home" internet visitations

C. **RECORDINGS**
All visitation recordings shall be processed and stored locally within the facility's internal server environment or optionally, if facility desires, at remote data center.

D. **SERVERS**
VVS servers shall be installed locally within the facility's internal server environment or optionally, if facility desires, at remote data center

1. Application Server-Minimum Requirements
   I. Operating System: Windows Server 2012
   II. Database support: Oracle 11, PostgreSQL 9, SQL Server 2008
   III. Processor: Quad Core, 2Ghz or higher
   IV. Memory: 4GB RAM
   V. Disk Storage:
      a) 80GB minimum available storage space
      b) RAID1 for maximum up time
      c) SPEED of disks for database server – 15,000 RPM
   VI. Network: 1 or more 100MB/1GB NIC (as appropriate for network)
   VII. Local Access: KVM, or monitor, keyboard & mouse (for initial OS setup)
   VIII. Remote access: RDT, VNC, VPN, Logmein.com or other connection method for support
   IX. Back-up and Redundancy: Ability to function in different back-up and redundant environments. Type of environment that is appropriate depends upon IT policies and standards.
   X. Redundant Power supplies for maximum up time
   XI. PCI-Express slot for auto dialer card
   XII. DVD Drive
   XIII. Rack Rails: 2 post / 4 post
   XIV. Approved manufacturers: Dell, HP
2. Recording & Storage Server (recording up to 24 simultaneous visits)
   I. Operating System: Linux (dedicated 80GB min. OS Partition)
      a) Linux CentOS 6.x – 64bit
   II. Processor: 1 Six Core, 2Ghz or higher
   III. Memory: 8GB RAM
   IV. Network:
      a) One or more 1GB NIC
      b) If applicable, connection to SAN or other external storage device
   V. Local Access: KVM, or monitor, keyboard & mouse (for initial OS setup)
   VI. Remote access: SSH, VPN, or other connection method for support
   VII. Disk Storage:
      a) Two options (suggested to have RAID 5 or 6)
         1) Local Storage
         2) External Storage: Attached SAS, SCSI, iSCSI, etc. 80 GB

for the local OS normally on local hard disk in server

b) XX hours of recordings at 120MB per hour + 50GB = total recording storage space

VIII. Back-up and Redundancy: Ability to function in different back-up and redundant environments. Type of environment that is appropriate depends upon IT policies and standards.

IX. Redundant Power supplies for maximum up time

X. DVD Drive

XI. Rack Rails: 2 post / 4 post

XII. Approved manufacturers: Dell, HP

XIII. Flash Recording Server (remove if internet/at home video visitation is not included)

a) Can be installed on the recording/storage server or optionally on a separate server for security reasons (example located in DMZ) per facility security policy.

E. **ADDITIONAL INFORMATION**

1. VVS shall be connected to a 100 Mbps Ethernet network.
2. VVS shall utilize CAT6 cabling for connection to the visitation network.
3. VVS shall provide an adequate number of Gigabit or 10/100Base-T managed multicast switches and ports to accommodate the total number of visitation stations, servers and administration stations.
4. Facility shall be responsible for any and all bandwidth required for Internet video visitations.

ATTACHMENT B
Pricing Sheet
PD 17-18.022
For
Video Visitation Solution

A. COMMISSIONS

Keeping the availability of remote video visitation financially feasible for the users is a primary concern for Escambia County. Low per-minute costs have been deemed more critical than high commission rates. Commission on gross revenue or per-completed-visit shall be submitted on this Bid Form. Requested rate/cost, fee and commission information will be entered on the lines provided. Please note: Submission of additional pricing pages, clarification pages, and/or pricing scales, or any documentation regarding pricing other than that submitted on this Bid form should be clearly labeled so as not to result in the disqualification of Proposer's RFP response.

Video Visitation Pricing	Cost to General Public (A)	Cost to Inmates (B)	Cost to Public Defenders (C)	Cost to Private Legal Council (D)	Commission Rate (E)
Per Minute Cost	$	$	$	$	%
30-Minute Block Cost	$	$	$	$	%
Additional Fees / Charges Per session	$	$	$	$	%

B. HARDWARE COSTS

Please provide a detailed breakdown of the costs associated with the various forms of hardware you are proposing for the facility.

C. SOFTARE SUPPORT AND MAINTENANCE

Please provide a detailed breakdown of the yearly software support/maintenance fees associated with the Video Visitation Solution.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 22, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.022 Video Visitation Services (VVS)

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 1 provides answers to questions which were submitted in writing and have been answered on the following page(s).

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 bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 1: Please provide the current usage data for county's ITS and VVS systems.

Answer 1: This RFP is for VVS only and the average visits per month are 3,038 with an average combined length of 121,520 minutes per month.

Question 2: After the County has the short list meeting, will vendor demonstrations be scheduled?

Answer 2: If we short list several vendors it would be out intention to receive demonstrations.

Question 3: Will there be a pre-proposal conference and/or tour to provide bidders a better context of requirements/expectations?

Answer 3: There is no a pre-solicitation conference scheduled.

Question 4: In April 2020, when inmates move to the new facility, what is the expectation for the existing new equipment? Does Escambia expect the existing equipment to be moved to the new location? Or is the vendor expected to provide all new equipment for the new location?

Answer 4: Equipment from the Work Release Facility and the Road Prison will be able to be relocated to the new facility. If additional equipment is needed to service the population housed at the new facility then the County will work with the vendor to purchase the needed equipment.

Attachment A

Question 5: Are the 118 stations strictly for friends & family wanting to use VVS onsite? Please expand on the intent and purpose of this many stations.

Answer 5: 60 stations are for friends and family and the remaining 58 are for the inmate population.

Question 6: Please provide distribution by location for the requested 118 stations.

Answer 6: Road Prison: 2, Work Release: 9, Main Jail: 47, Video Visitation Facility: 60

Question 7: Section B – what is a quad core processor?

Answer 7: This is the type of processor contained in the video visitation servers.

Question 8: Section A - #4) Please explain the equipment specification "60 with two detention grade audio handsets and 58 with one detention grade audio handsets" Why are there two different grades required?

Answer 8: There aren't two different grades specified. There are 60 units needed with 2 handsets and 58 needed with 1 handset.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 30, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.022 Video Visitation Services

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for a correction to the time slots for the upcoming Discussion and Ranking meeting on February 9, 2018. The update is as follows:

	Original Schedule	**Updated Schedule**
Securus Technology	8:30 AM – 9:10 AM	**8:30 AM – 9:10 AM**
Committee Break	9:10 – 9:15	**9:10 – 9:15**
GTL	~~9:15 – 9:45~~	**9:15 – 9:55**
Committee Break	----------	**9:55 – 10:00**
Ranking Meeting	~~9:45 – 10:00~~	**10:00 – 10:30**

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 bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____ JDL

ATTACHMENT B
Pricing Sheet
PD 17-18.022
For
Video Visitation Solution

A. COMMISSIONS

Keeping the availability of remote video visitation financially feasible for the users is a primary concern for Escambia County. Low per-minute costs have been deemed more critical than high commission rates. Commission on gross revenue or per-completed-visit shall be submitted on this Bid Form. Requested rate/cost, fee and commission information will be entered on the lines provided. Please note: Submission of additional pricing pages, clarification pages, and/or pricing scales, or any documentation regarding pricing other than that submitted on this Bid form should be clearly labeled so as not to result in the disqualification of Proposer's RFP response.

Video Visitation Pricing	Cost to General Public (A)	Cost to Inmates (B)	Cost to Public Defenders (C)	Cost to Private Legal Council (D)	Commission Rate (E)
Per Minute Cost	$0.20	$0.00	$0.00	$0.20	0%
30-Minute Block Cost**	$6.00	$0.00	$0.00	$6.00	0%
Additional Fees / Charges Per session	$0.00	$0.00	$0.00	$0.00	0.00%

**** GTL Recommends using a 10 and 25 minute block for visits.**
10-minute block cost - $2.00
25-minute block cost - $5.00

B. HARDWARE COSTS

Please provide a detailed breakdown of the costs associated with the various forms of hardware you are proposing for the facility.

Flex:

- Flex (complete unit – tablet, enclosure, handset, etc.) $1,500
- Flex individual components - (only items that can be replaced)
- Flex Tablet $500.00
- Screen Protector $60.00
- Handset $48.00



Big Blue:

- Codec (PC) $935.00
- Monitor $325.00
- Handset $48.00
- Handset adapter $55.00
- Webcam $100.00

C. SOFTWARE SUPPORT AND MAINTENANCE

Please provide a detailed breakdown of the yearly software support/maintenance fees associated with the Video Visitation Solution.

Support				
Product Name	**Product Code**	**Qty**	**Unit Cost**	**Extended**
SU-SUPPORT & UPGRADES-Level 2 -7x24x365	RS-SU-5.6-1002	1	$28,731.00	$28,731.00
			Subtotal:	**$28,731.00**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14052 **County Administrator's Report 11. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Contract Award for Ensenada Uno and Dos Drainage Improvement Project
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Ensenada Uno and Dos Drainage Improvement Project - Paul Nobles, Purchasing Manager, Office of Purchasing

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 17-18.036, Ensenada Uno and Dos Drainage Improvement Project, for a lump sum of $53,730.

[Funding: Fund 353, LOST IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, March 5, 2018. A non-mandatory pre-solicitation conference was held Tuesday, March 20, 2018, and was attended by eight firms. Seven Bids were received on Wednesday, April 04, 2018.

BUDGETARY IMPACT:

Fund 353, LOST IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, March 05, 2018. A non-mandatory pre-solicitation conference was held Tuesday, March 20, 2018, and was attended by eight firms. Seven Bids were received on Wednesday, April 4, 2018.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's prepared agreement and Purchase Order.

Attachments

Solicitation
Bid Tab Recommendation to Award
Recommendation to Award Checklist
Agreement Form D Paving and Drainage

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

ENSENADA UNO & DOS DRAINAGE IMPROVEMENT PROJECT
SPECIFICATION NUMBER PD 17-18.036

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, APRIL 04, 2018
Office of Purchasing, room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, March 20, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.
In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and

objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
ENSENADA UNO & DOS DRAINAGE IMPROVEMENT PROJECT
SPECIFICATION PD 17-18.036

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- "PD 17-18.036 Bid Form Protected.xlsx" spreadsheet in electronic format.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Public Records Exemption of Building Plans

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

ENSENADA UNO & DOS DRAINAGE IMPROVEMENT PROJECT
PD 17-18.036

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4980

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

ENSENADA UNO & DOS DRAINAGE IMPROVEMENT PROJECT

Solicitation Number PD 17-18.036

Solicitation

MAILING DATE: March 05, 2018
PRE-SOLICITATION CONFERENCE: A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, March 20, 2018.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, April 04, 2018, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Bid Bond Attached:

Vendor Name: _____ **$**_____
Address: _____
City, ST. & Zip: _____
Phone: _____
Toll Free: _____
Fax: _____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

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 purchase 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.

Bid Form

Bid Total **$**_____

NOTE: This Bid Form is not complete without the Bid Form Excel Spreadsheet "PD 17-18.036 Bid Form Protected.xlsx" submitted in electronic format with the sealed bid.

Line	Description	Qty	Unit	Unit Cost	Ext Price
001	Mobilization, 16 - 30 Miles	1	EA		$0.00
002	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	100	SY		$0.00

003	Remove and Replace Unsuitable Materials	1000	CY		$0.00
004	Dewatering, Well Point	175	LF		$0.00
005	Fiber Reinforced Concrete Flume	4	SY		$0.00
006	Saw cut Existing Concrete	10	LF		$0.00
007	Remove Concrete Swale	20	SY		$0.00
008	Class I Concrete for Endwalls (steel included)	4	CY		$0.00
009	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	58	SY		$0.00
0010	Stone Rip Rap, Class II	20	TON		$0.00
0011	Floating Turbidity Barrier	155	LF		$0.00
0012	Remove Existing Rubble (Stone Rip Rap or Concrete)	10	CY		$0.00
0013	Duckbill Check Valve including hardware	2	EA		$0.00
0014	Deck over check valve including hardware	2	EA		$0.00
				Total	$0.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number

_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #

_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:

_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **sixty (60) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **ninety (90) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $1,000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), 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 Bid/Proposal Form(s) in accordance with these General Terms 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 Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
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://dos.myflorida.com/sunbiz/search/
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 submits 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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.036, "Ensenada Uno & Dos Drainage Improvement Project", Name of Submitting Firm, Date and Time Due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

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:

A. 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.

B. 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 cancelled.

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.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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.

2. Scope of Work

The Ensenada Uno and Dos Drainage Improvement Project consists of the installation of duck bill-style check valve, headwall, decking, and rip-rap at two (2) outfalls to aide in the control of tidally influenced water. Historically, during periods of abnormally high tides or prevailing north winds, water from the intercoastal would back-flow through the outfalls and stand in the adjacent cul-de-sacs.

All permits have been received from the ACOE and FDEP for the installation of these devises.

Licenses:

General Contractors License

Underground Utilities License

Work Zone Safety Traffic Supervisor Certifications

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to “Escambia County, Florida.” The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid 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.

4. Performance and Payment Bonds

The County shall require the successful Offeror(s) to furnish separate performance and payment bonds, under pledge of adequate surety and covering up to 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.

5. Procurement Questions

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, 850-595-4953, JDLovingood@myescambia.com. The final date for submitting questions is March 26, 2018, by 5:00 PM CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form, which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The Solicitation, Offer, and Bid Form is not complete without the associated "PD 17-18.036 Bid Form Protected.xlsx" spreadsheet submitted in an electronic format in the sealed bid.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing Conference Room, 2nd Floor, Room 11.407, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, on March 20, 2018 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **$1,000.00** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is

mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

9. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

12. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.
The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. Compliance with Governing Laws and Regulations

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. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. 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.

18. Licenses, Certifications, Registrations

The Offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the

contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

19. 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.

20. Award

Award shall be made on an "all-or-none total" basis.

21. 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.

22. 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.

23. 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.)

24. 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.

Non-Contract Insurance Requirements

25. 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.

A. 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 worker’s 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.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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.

F. **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.

G. **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 and business auto policies.

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: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4953

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.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Contractor's Equipment Coverage

Contractor's equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

Fidelity/Dishonesty Coverage - for Employer

Fidelity/dishonesty insurance is to be purchased to cover dishonest acts of the contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

Watercraft Liability Coverage

Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

26. <u>Indemnification</u>

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 60 calendar days

Fully Complete and ready for Final Inspection in 90 calendar days

*B. Liquidated Damages at $1,000.00 for each calendar day

Section 6
Section 7 *A. Public Works Department - Engineering Division

3363 West Park Place
Pensacola, FL 32505
Attn: Cooper Saunders

Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions

*4.4 Four (4) copies of each Application for Payment

*21.1 Two (2) year(s) after final completion

B Form of Performance and Payment Bond
C Insurance and Safety Requirements

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
PUBLIC WORKS BUREAU
ENGINEERING DIVISION

PLANS PROPOSED FOR

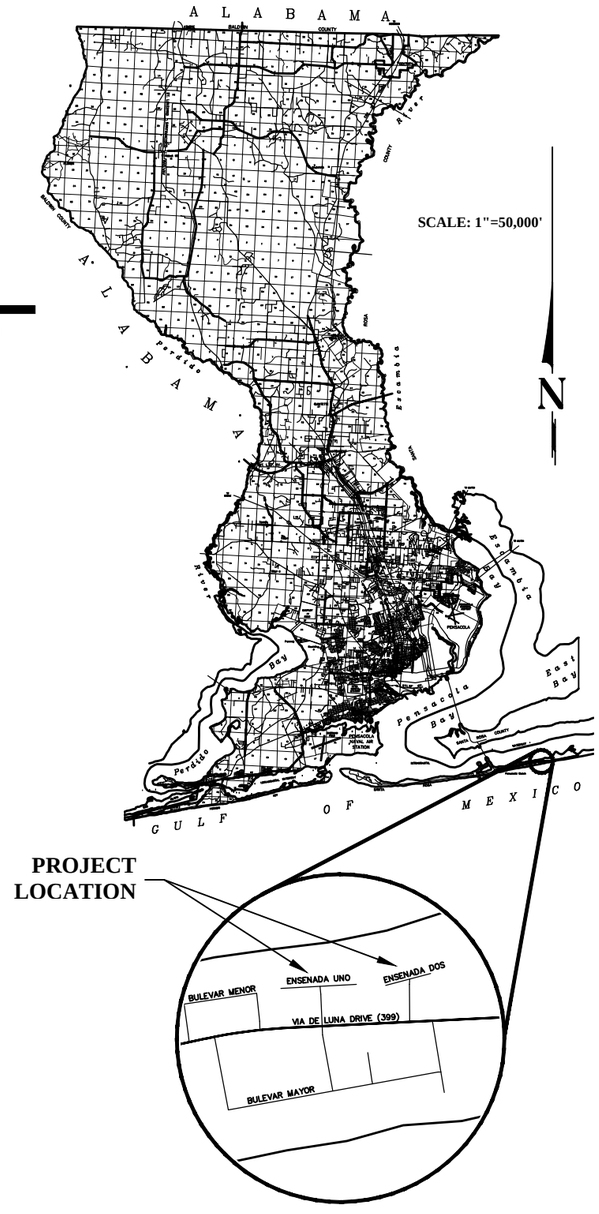
ENSENADA UNO & ENSENADA DOS DRAINAGE IMPROVEMENTS

60% PLAN SUBMITTAL

3/29/2017

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
C1	KEY SHEET
C2	GENERAL NOTES
C3	SUMMARY OF PAY ITEMS & QUANTITIES
C4	DRAINAGE MAP & PROJECT LAYOUT
C5	DEMOLITION & EROSION CONTROL PLAN
C6	ENSENADA UNO, PLAN & PROFILE
C7	ENSENADA UNO, DETAIL
C8	ENSENADA DOS, PLAN & PROFILE
C9	ENSENADA DOS, DETAIL



VICINITY MAP

TASK ORDER: 02-03.79.46.25 ENG

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERRED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

NUMBER	REVISION	DATE

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

COMMISSIONERS

DISTRICT ONE	JEFF BERGOSH, VICE CHAIRMAN
DISTRICT TWO	DOUG UNDERHILL, CHAIRMAN
DISTRICT THREE	LUMON MAY
DISTRICT FOUR	GROVER ROBINSON IV
DISTRICT FIVE	STEVEN BARRY

PROJECT MANAGER: C. SAUNDERS	
SECTION / TOWNSHIP / RANGE: 28 / 2S / 26W	DISTRICT: 4
PROJECT ENGINEER: T. HAMMOND	REG FLA ENG NO: 54574
SIGNATURE:	DATE:

GENERAL NOTES:

1. THE CONTRACTORS SHALL NOTIFY THE COUNTY DESIGN ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. ALL CONDITIONS AND STIPULATIONS OF THE CONSTRUCTION PERMITS AND THE APPROVALS ISSUED BY THE ESCAMBIA COUNTY ENGINEER SHALL BE COMPLIED WITH IN EVERY DETAIL.

3. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

4. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED HAY BALES AS REQUIRED BY FDOT INDEX 102, THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2000 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR DESIGNEE.

5. ANY NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ESCAMBIA COUNTY OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

6. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.

7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY. ANY ESCAMBIA COUNTY HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS ARE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE MONUMENTS AND HAVE THE MONUMENTS POSITION DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER USING GUIDELINES AS ESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE BOOKING AND APPROVAL.

8. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

9. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.

10 EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.

11. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

12. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.

13. ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERRED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

14. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE 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 STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

15. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE 10' OPEN LANE AT ALL TIMES. NO OPEN EXCAVATION SHALL REMAIN OVER NIGHT. CONTRACTOR SHALL RESTORE ROAD TO TWO LANES OF TRAFFIC AT THE END OF EACH WORK DAY.

16. CONTRACTOR SHALL COMPLY WITH ALL F.D.E.P. AND ARMY CORP. OF ENGINEERS REQUIREMENTS.

17. ONLY ACCESS TO THE ROAD R/W AS SHOWN IS GUARANTEED BY THE COUNTY. PRIVATE R/W REQUIRED BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE COUNTY.

18. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

DANNY R. SWAIN, PLS
ESCAMBIA COUNTY SURVEYOR
3363 WEST PARK PLACE
PENSACOLA, FLORIDA 32505
PH (850) 595-3427

ANDREW STARKEY, P.L.S
MERRILL PARKER SHAW, INC
4928 N. DAVIS HWY
PENSACOLA, FL 32503
PH (850) 478-4923

19. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

20. GRADED AGGREGATE BASE SHALL BE REQUIRED WHERE THE SEASONAL HIGH GROUND WATER ENCROACHES WITHIN TWO (2) FEET OF THE BOTTOM OF BASE.

21. ALL TREES WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.

22. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.

23. MAINTENANCE OF TRAFFIC AS PER FDOT INDEX 600.

24. ALL SPEED BUMPS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED TO THE LATEST ESCAMBIA COUNTY DESIGN SPECIFICATIONS. ALL COSTS FOR REPLACEMENT OF SAID SPEED BUMPS SHALL BE INCIDENTAL TO OTHER ITEMS AND NO ADDITIONAL COMPENSATION SHALL BE CONSIDERED.

25. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH POSTAL REQUIREMENTS AND IN ACCORDANCE WITH ESCAMBIA COUNTY TECHNICAL SPECIFICATION, FDOT DESIGN STANDARDS AND UNITED POSTAL REQUIREMENTS. ALL EXISTING BRICK MAILBOXES WITHIN LIMITS OF CONSTRUCTION OR COUNTY RIGHT OF WAY SHALL BE REMOVED AND PLACED ON THE PROPERTY LINE OF THE OWNER. CONTRACTOR SHALL RE-INSTALL EXISTING BRICK MAILBOX WHENEVER POSSIBLE.

26. THE CONTRACTOR SHALL, AT A MINIMUM, MATCH EXISTING SIGNING AND PAVEMENT MARKINGS. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS. THE CONTRACTOR SHALL CONTACT THE COUNTY TRAFFIC DEPARTMENT PRIOR TO INSTALLATION OF ANY SIGNING AND PAVEMENT MARKINGS.

27. WHERE UNSUITABLE MATERIAL, AS DEFINED BY THE COUNTY SPECIFICATIONS SECTION 02300, 1.3(I), IS ENCOUNTERED IN THE AREAS PROPOSED FOR PAVING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO ANY EXCAVATION.

28. PIPE LENGTHS SHOWN IN THE PLANS DO NOT INCLUDE THE LENGTH OF PIPE THAT MUST BE INSTALLED WITH THE MITERED END SECTION. THEREFORE, ALL PIPES LENGTHS ASSOCIATED WITH MITERED END SECTIONS SHALL BE PAID FOR IN THE UNIT COST OF THE MITERED END SECTION.

29. IF ARCHAEOLOGICAL MATERIAL/PREHISTORIC ARTIFACTS SUCH AS POTTERY OR CERAMICS, STONE TOOLS OR METAL IMPLEMENTS, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH NATIVE AMERICAN CULTURES, OR EARLY COLONIAL OR AMERICAN SETTLEMENT ARE ENCOUNTERED AT ANY TIME, THE PROJECT SHOULD CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES. THE APPLICANT/RECIPIENT, OR OTHER DESIGNEE, SHOULD CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, THE STATE HISTORIC PRESERVATION OFFICER (SHPO) AND THE DSH/FEMA REGION IV ENVIRONMENTAL OFFICER AND FDEM STATE ENVIRONMENTAL LIAISON OFFICER FOR FURTHER GUIDANCE. PROJECT ACTIVITIES SHOULD NOT RESUME WITHOUT VERBAL AND/OR WRITTEN AUTHORIZATION FROM THE DIVISION OF HISTORICAL RESOURCES.

30. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING PERMITTED ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY AND THE PROPER AUTHORITIES NOTIFIED IN ACCORDANCE WITH F.S. 872.05.

31. AS DESIGNED, THE PROPOSED MIDDLE POND WILL NOT ATTENUATE THE RUNOFF FROM A 100 YEAR STORM EVENT. THE MIDDLE POND WILL EXCEED ITS BANKS IN A 1 HOUR-50 YEAR STORM, IN A 1 HOUR-100 YEAR STORM AND A 2 HOUR-100 YEAR STORM.

UTILITY NOTES:

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS 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 OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES. KNOWN UTILITIES OWNERS INCLUDE:

SEWER/WATER - EMERALD COAST UTILITY AUTHORITY
MR. BRANDON KNIGHT, P.E
P.O. BOX 15311
PENSACOLA, FL. 32514 PH: (850) 969-3310
BKNIGHT@ECUA.ORG

NATURAL GAS - PENSACOLA ENERGY
MS. DIANE MOORE
1625 ATWOOD DRIVE
PENSACOLA, FL. 32514 PH: (850) 474-5319
DMOORE@CITYOFPENSACOLA.COM

TELEPHONE - AT&T FLORIDA
MR. DON HIERHOLZER
6915 PINE FOREST ROAD
PENSACOLA, FL. 32526 PH: (850) 436-1215
DH0762@ATT.COM

TRAFFIC DEPARTMENT - ESCAMBIA COUNTY PUBLIC WORKS
MRS. JOHNNY COX
3363 WEST PARK PLACE
PENSACOLA, FL. 32505 PH:(850) 595-3404

ELECTRIC - GULF POWER
MR. CHAD SWAILS
5120 DOGWOOD DRIVE
MILTON, FL. 32570 PH: (850) 429-2446
CESWAILS@SOUTHERNCO.COM

CABLE - COX CABLE
MR. TROY YOUNG
3405 MCLEMORE DRIVE
PENSACOLA, FL. 32514 PH: (850) 857-4510
TROY.YOUNG@COX.COM

SUNSHINE STATE ONE-CALL
7200 LAKE ELLENOR DRIVE, SUITE 200
ORLANDO, FL. 32809 PH: (800) 432-4770

3. AT&T FLORIDA WILL COMPLETE ALL WORK DURING THE HOURS OF 7:30 AM - 4:30 PM, MONDAY THRU FRIDAY. NO NIGHT OR WEEKEND WORK.

4. ALL CABLE DAMAGE MUST BE REPORTED TO THE ATT FLORIDA REPAIR SERVICE DEPARTMENT AT 611 FROM A LAND LINE OR 877-737-2478 IF USING A CELL PHONE.

5. ALL LOOP DETECTOR INSTALLATION SHALL BE DONE AS PER FDOT INDEX 17781.

6. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.

7. UTILITIES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.

- RIGHT-OF-WAY LINE
- PROPERTY LINE
- EXISTING CONTOUR LINE
- WOODS LINE
- BT BT - UNDERGROUND TELEPHONE LINE
- G G - UNDERGROUNG GAS LINE
- SS SS - UNDERGROUND SEWER LINE
- OHU OHU - OVERHEAD UTILITY LINE
- LANE STRIPING LINE
- SILT FENCE
- TURBIDITY BARRIER
- SAWCUT

LEGEND:

- POWER POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- ELEC - ELECTRIC METER
- WATER VALVE
- WATER - WATER METER
- FIRE HYDRANT
- SPRINKLER HEAD
- MAILBOX
- BRICK MAILBOX
- SIGN
- SANITARY SEWER MANHOLE
- UNDERGROUND UTILITY MARK-OUT BY OTHERS
- SHRUBS OR LANSCAPING
- F.F.E. - FINISH FLOOR ELEVATION
- TBM - TEMPRARY BENCHMARK
- R/W - RIGHT-OF-WAY
- O.R. BOOK - OFFICIAL RECORD BOOK
- I.D.# - IDENTIFICATION NUMBER
- P.V.C. - POLYVINYL CHLORIDE
- C.L.F. - CHAIN LINK FENCE
- W.P.F. - WOOD PRIVACY FENCE
- MEG - MATCH EXISTING GRADE
- EX. ASPHALT PAVING
- EX. CONCRETE
- 9.36 - PROPOSED SPOT ELEVATION
- 9.36 - EXISTING SPOT ELEVATION

60% SUBMITTAL
NOT RELEASED FOR CONSTRUCTION PLOT DATE: 3/29/17

ORIGINATOR (RP) DATE
PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)

ORIGINATOR (QR) CHECKER (RP) CHANGE INCORPORATION
Correct (Green Highlighter) Change (Red Pen)
(Red Pen X-Out to Disagree or Remark)
(Yellow HighLighter)

VERIFICATION, CHECKER (QR) (Blue Highlighter) DATE
REMARK INCORPORATION (Blue Highlighter) DATE
ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE

PHASE ____ REVIEW
SIGNATURE:

ENSENADA UNOS & ENSENADA
DOES DRAINAGE IMPROVEMENTS

GENERAL NOTES

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 'S' STREET
PENSACOLA, FL 32505
PHONE: (850) 434-2603 FAX: (850) 434-2650

DESIGNED BY: T. HAMMOND
DRAWN BY: ARS
CHECKED BY: T. HAMMOND
REG. FLA. ENG. NO. 54574
PROJECT MANAGER: XXX
DISTRICT: XXX
DATE: JANUARY 2017
SIGNATURE:

NUMBER | REVISIONS | DATE | APPROVED BY

DRAWING NUMBER 16-048
PROJECT NUMBER
SURVEY NUMBER
SHEET C2 OF C9

SUMMARY OF PAY ITEMS

Section	Category	Sub-Category	Quantity	Units
02100-	00102	Mobilization, 16 - 30 Miles	1	EA
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	100	SY
04100-	00109	Remove and Replace Unsuitable Materials	1000	CY
04100-	00118	Dewatering, Well Point	175	LF
08400-	00103	Fiber Reinforced Concrete Flume	4	SY
08500-	00101	Saw cut Existing Concrete	10	LF
08500-	00102	Remove Concrete Swale	20	SY
09400-	00101	Class I Concrete for Endwalls (steel included)	4	CY
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	58	SY
13200-	00105	Stone Rip Rap, Class II	20	TON
13300-	00106	Floating Turbidity Barrier	155	LF
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	10	CY
		Duckbill Check Valve including hardware	2	EA
		Deck over check valve including hardware	2	EA

SUMMARY OF QUANTITIES- ENSENADA

SUMMARY OF RIPRAP / STONE

STATION	-	STATION	SIDE	RIPRAP (SY)	#57 STONE (TON)
11+45 Ensenada Uno	-	11+65 Ensenada Uno		38	
11+65 Ensenda Dos	-	11+85 Ensenada Dos		20	
			TOTAL	58	0

SUMMARY OF TURBIDITY BARRIER

STATION	-	STATION	SIDE	STAKED (LF)	FLOATING (LF)
11+75 Ensenada Uno	-				100
11+85 Ensenada Dos	-				55
			TOTAL	0	155

NOT RELEASED FOR CONSTRUCTION

60% SUBMITTAL
PLOT DATE: 3/29/17

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CHECKER (RP) REMARK INCORPORATION (Blue Highlighter) DATE
CHANGE INCORPORATION ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE

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CHECKER (RP) (Red Pen X-Out to Disagree or Remark)
CHANGE INCORPORATION (Yellow HighLighter)

ENSENADA UNOS & ENSENADA DOES DRAINAGE IMPROVEMENTS

SUMMARY OF PAY ITEMS AND QUANTITIES

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 'S' STREET
PENSACOLA, FL 32505
PHONE: (850) 434-2603 FAX: (850) 434-2650

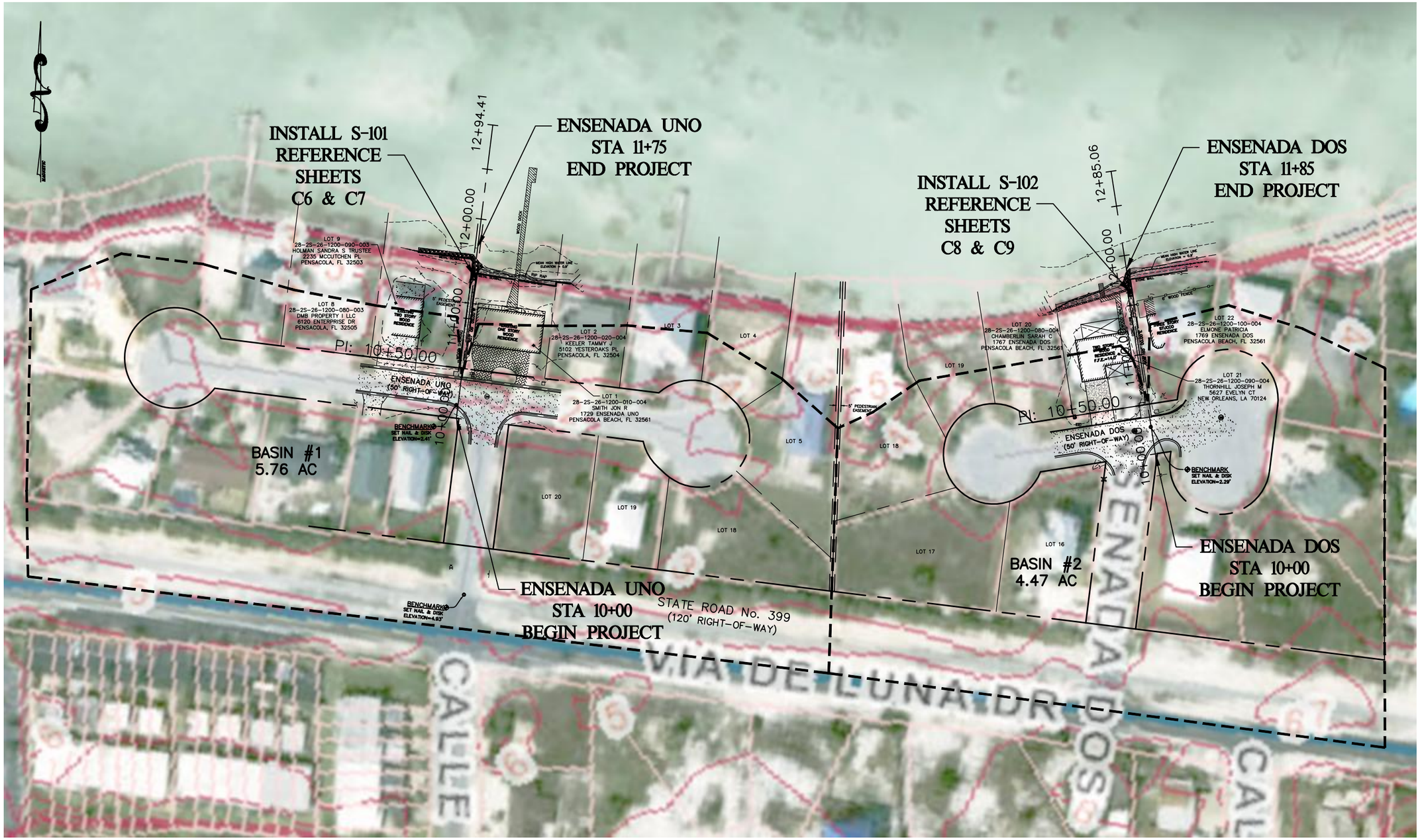
DESIGNED BY: T. HAMMOND
DRAWN BY: ARS
CHECKED BY: T. HAMMOND
DATE: JANUARY 2017
REG. FLA. ENG. NO. 54574
SIGNATURE:
DISTRICT: XXX
PROJECT MANAGER: XXX
DATE:

NUMBER | REVISIONS | DATE | APPROVED BY

DRAWING NUMBER 16-048
PROJECT NUMBER
SURVEY NUMBER
SHEET C3 OF C9

11"x17" SCALE 1" = 100'
24"x36" SCALE 1" = 50'

DRAINAGE STRUCTURES				
STRUCTURE #	STATION	DESCRIPTION	TOP ELEV.	FLOWLINE ELEV.
S-101	11+44.00	STRAIGHT CONCRETE ENDWALL	3.98	0.90
S-102	11+64.00	STRAIGHT CONCRETE ENDWALL	3.98	0.90



60% SUBMITTAL
NOT RELEASED FOR CONSTRUCTION PLOT DATE: 3/29/17

ENSENADA UNOS & ENSENADA DOES DRAINAGE IMPROVEMENTS

DRAINAGE MAP & PROJECT LAYOUT

ESCAMBIA COUNTY FLORIDA

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 'S' STREET
PENSACOLA, FL 32505
PHONE: (850) 434-2603 FAX: (850) 434-2650

DESIGNED BY:	CHECKED BY:	REG. FLA. ENG. NO.	DATE:
T. HAMMOND	T. HAMMOND	54574	
DRAWN BY:	DISTRICT:	SIGNATURE:	
APS	XXX		
DATE:	PROJECT MANAGER:		
JANUARY 2017	XXX		

NUMBER	REVISIONS	DATE	APPROVED BY

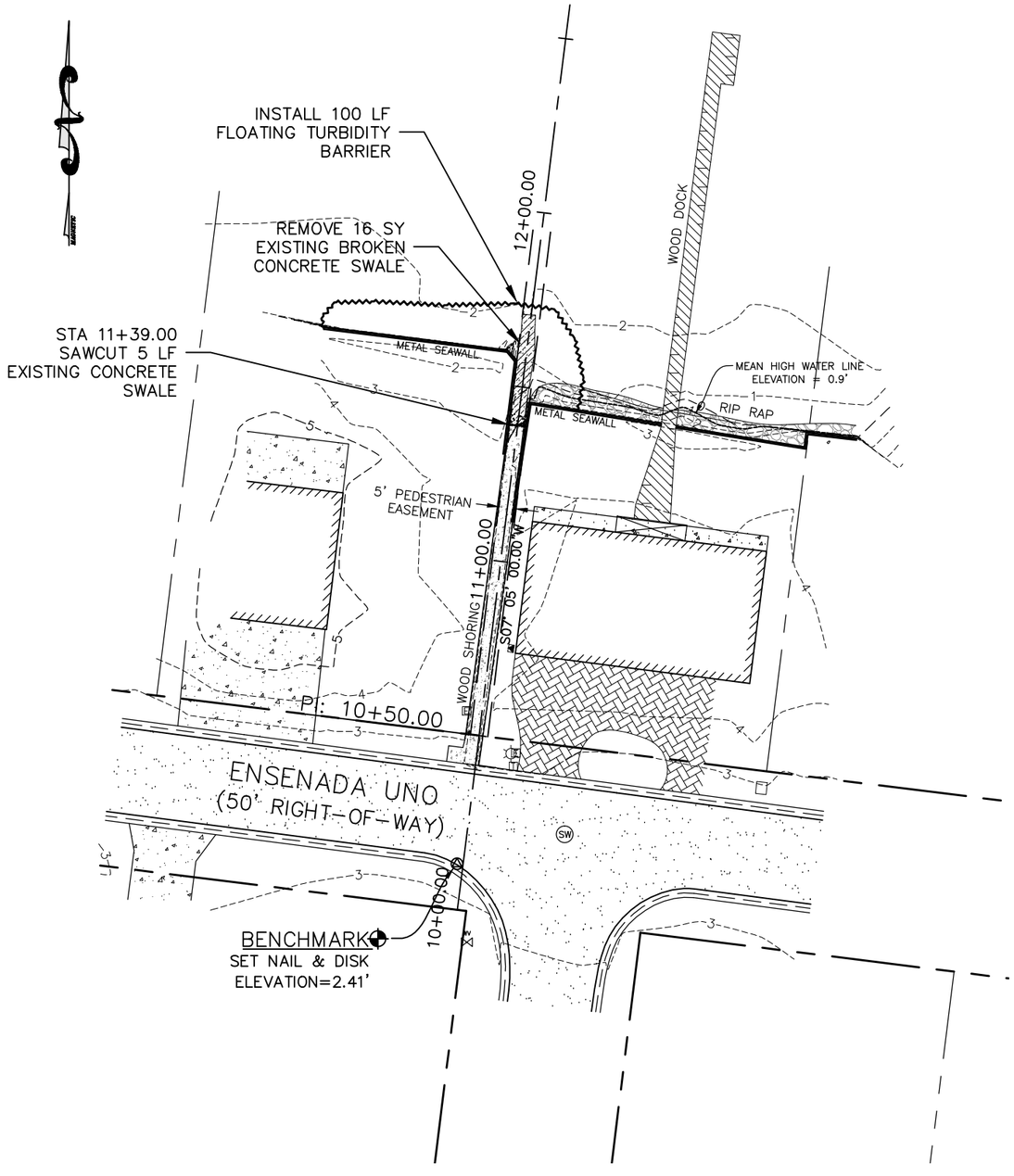
DRAWING NUMBER 16-048
PROJECT NUMBER
SURVEY NUMBER
SHEET C4 OF C9

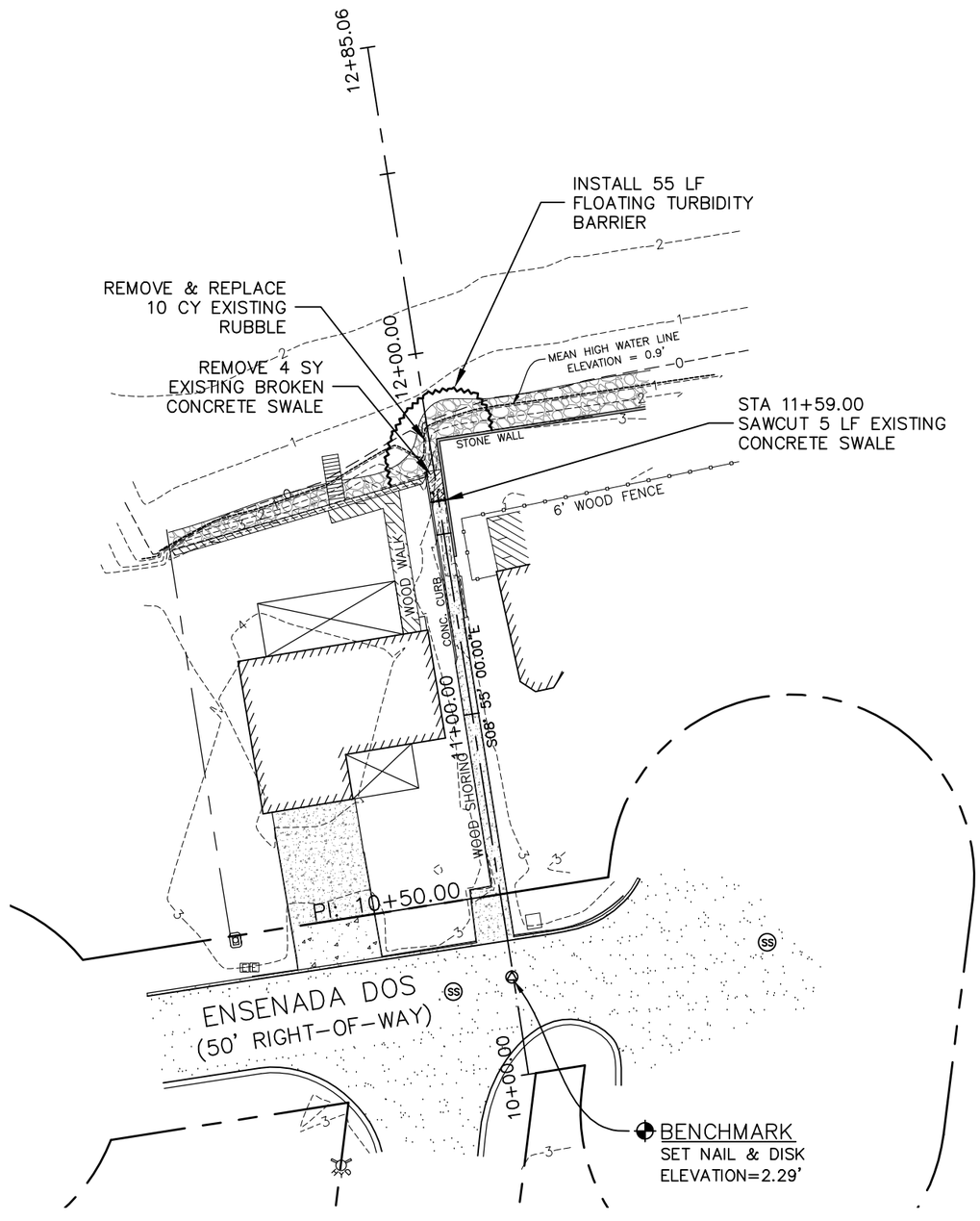
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			CHANGE INCORPORATION	(Yellow HighLighter)	DATE
				VERIFICATION, CHECKER (QR) (Blue Highlighter)	DATE
				REMARK INCORPORATION (Blue Highlighter)	DATE
				ORIGINATOR VERIFICATION Correct (Pink Highlighter)	DATE

11"x17" SCALE 1" = 40'
24"x36" SCALE 1" = 20'

DRAINAGE STRUCTURES				
STRUCTURE #	STATION	DESCRIPTION	TOP ELEV.	FLOWLINE ELEV.
S-101	11+40.00	STRAIGHT CONCRETE ENDWALL	3.98	0.90
S-102	11+64.00	STRAIGHT CONCRETE ENDWALL	3.98	0.90





60% SUBMITTAL
NOT RELEASED FOR CONSTRUCTION PLOT DATE: 3/29/17

ENSENADA UNOS & ENSENADA DOES DRAINAGE IMPROVEMENTS

DEMOLITION AND EROSION CONTROL PLAN

ESCAMBIA COUNTY FLORIDA

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 'S' STREET
PENSACOLA, FL 32505
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DESIGNED BY:	CHECKED BY:	REG. FLA. ENG. NO.
T. HAMMOND	T. HAMMOND	54574
DRAWN BY:	PROJECT MANAGER:	DISTRICT:
AFS	XXX	XXX
DATE:		SIGNATURE:
JANUARY 2017		

NUMBER	REVISIONS	DATE	APPROVED BY

DRAWING NUMBER 16-048
PROJECT NUMBER
SURVEY NUMBER
SHEET C5 OF C9

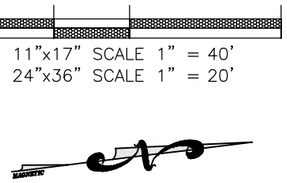
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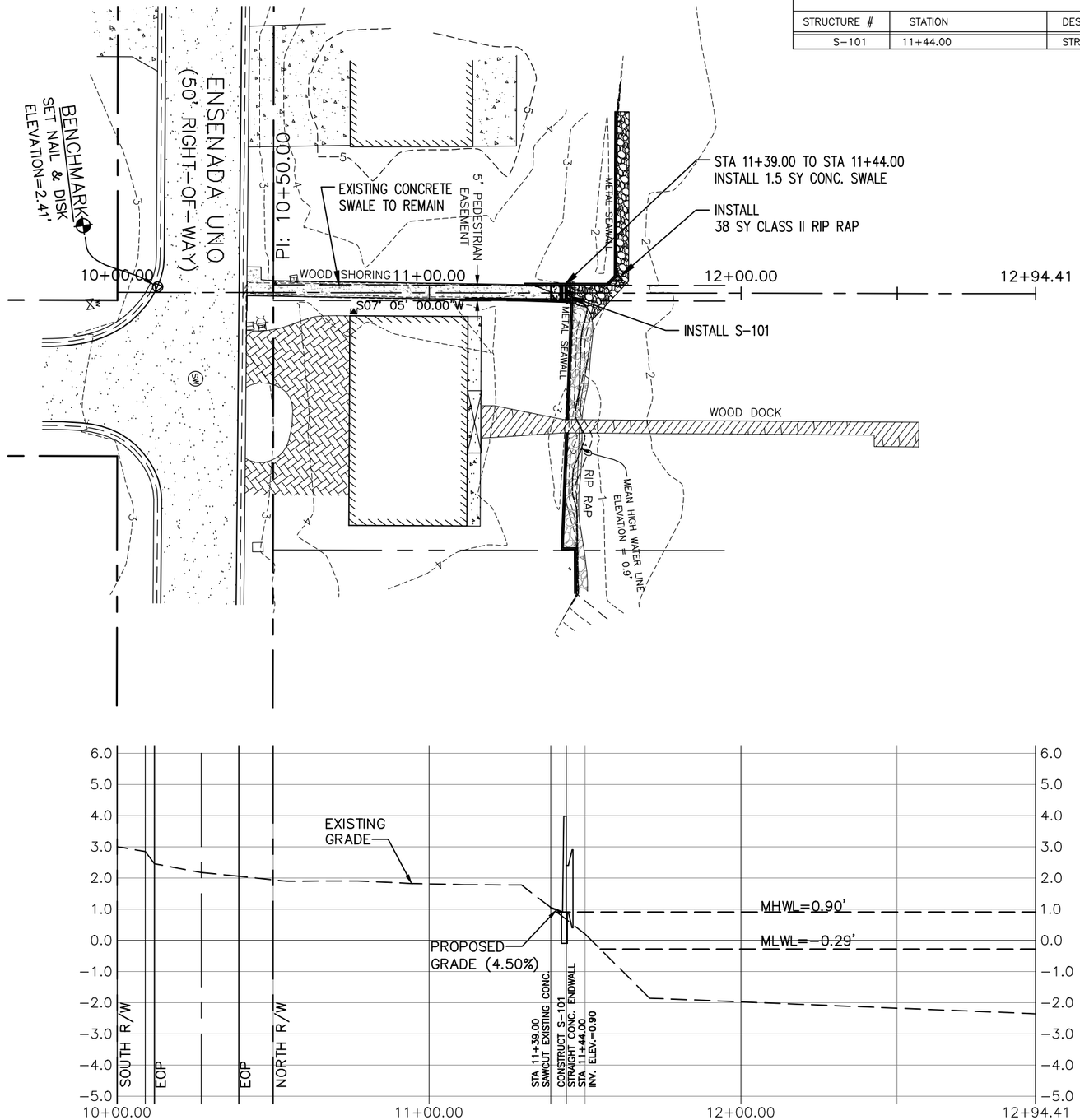
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	CHANGE INCORPORATION (Yellow HighLighter)

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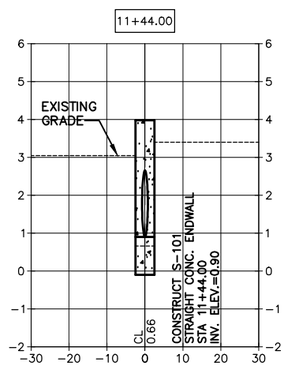
11"x17" SCALE 1" = 40'
24"x36" SCALE 1" = 20'





DRAINAGE STRUCTURES				
STRUCTURE #	STATION	DESCRIPTION	TOP ELEV.	FLOWLINE ELEV.
S-101	11+44.00	STRAIGHT CONCRETE ENDWALL	3.98	0.90

3.00	1.94	1.79	0.20	-2.0	-2.18	-2.36



60% SUBMITTAL
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	ORIGINATOR VERIFICATION	Correct (Pink Highlighter)	DATE

ENSENADA UNOS & ENSENADA DOES DRAINAGE IMPROVEMENTS

ENSENADA UNO, PLAN & PROFILE

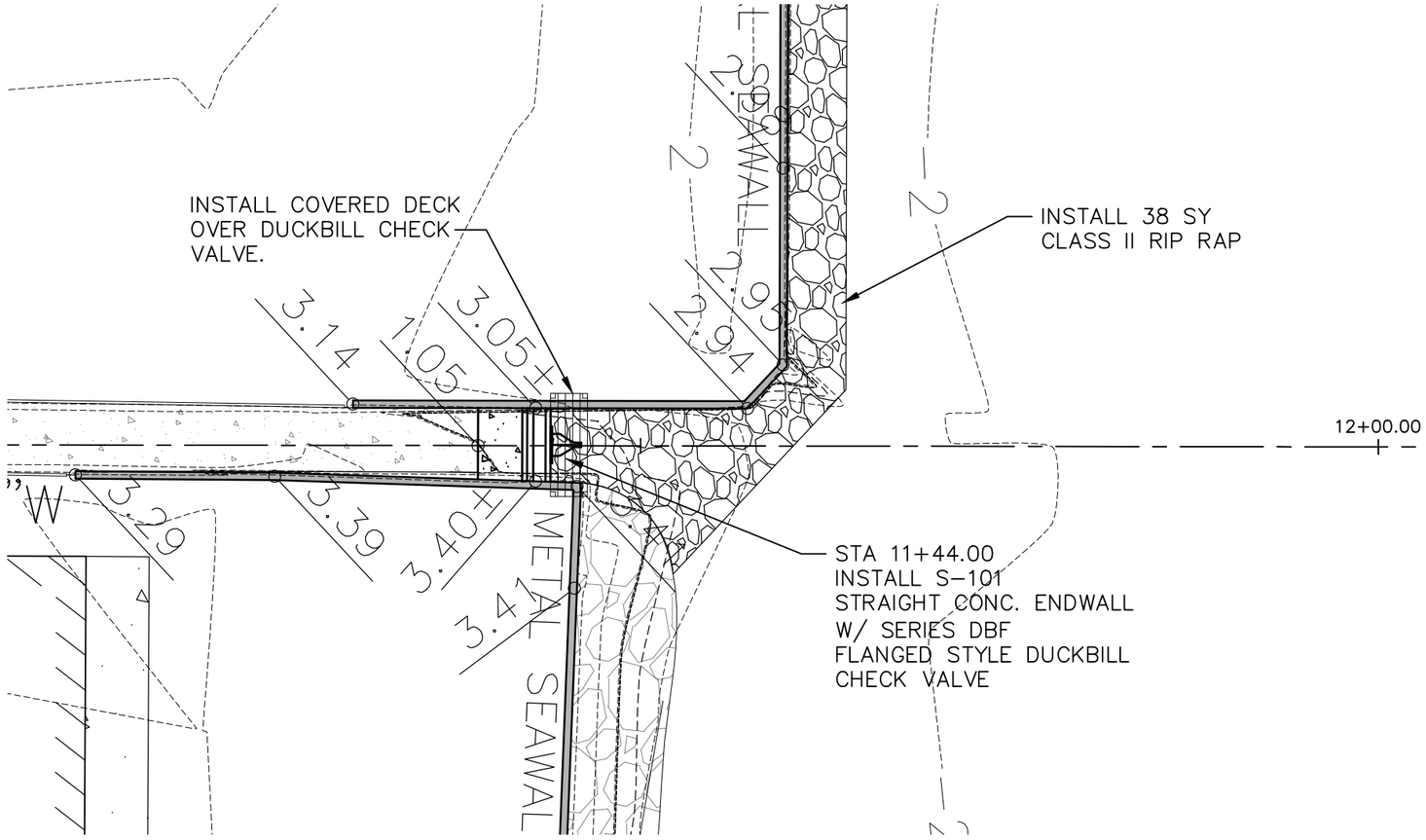
HAMMOND ENGINEERING, INC.
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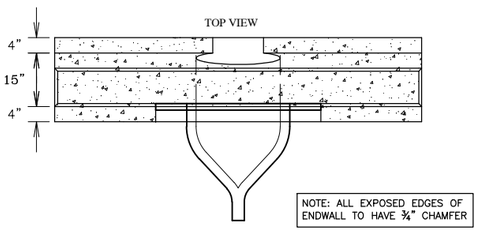
DESIGNED BY:	CHECKED BY:	REG. FLA. ENG. NO.
T. HAMMOND	T. HAMMOND	54574
DRAWN BY:	PROJECT MANAGER:	DISTRICT:
ARS	XXX	XXX
DATE:		SIGNATURE:
JANUARY 2017		

NUMBER	REVISIONS	DATE	APPROVED BY

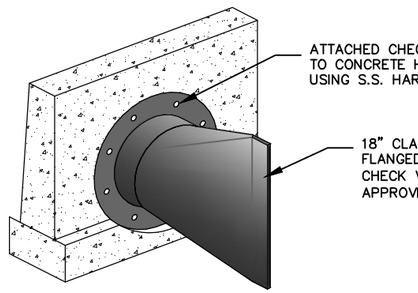
DRAWING NUMBER 16-048
PROJECT NUMBER
SURVEY NUMBER
SHEET C6 OF C9

11"x17" SCALE 1" = 10'
24"x36" SCALE 1" = 5'

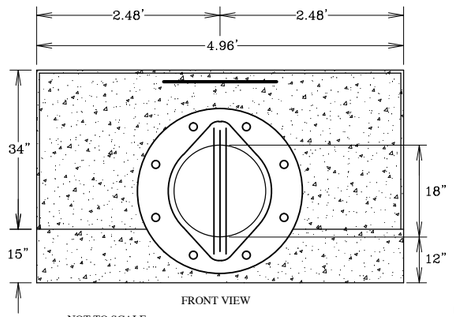




REINFORCEMENT TO BE #4 BARS @ 12" O.C. UNLESS OTHERWISE NOTED

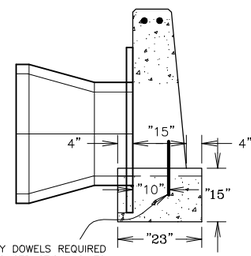


ISOMETRIC VIEW



FRONT VIEW

NOT TO SCALE
DIMENSIONS SUBJECT TO SITE SPECIFIC CHANGES.



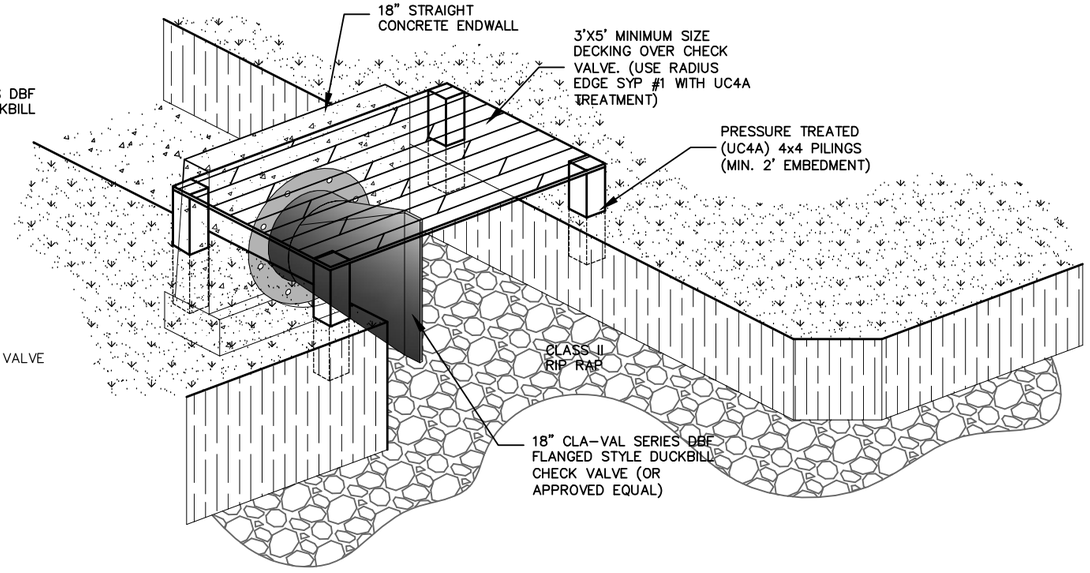
KEYWAY DOWELS REQUIRED FOR CONSTRUCTION JOINTS: #4 BARS, 18" W/9" EMBEDMENT @ 12" O.C.

SIDE VIEW

SERIES DBF
FLANGED STYLE DUCKBILL CHECK VALVE

AS MANUFACTURED BY:
CLA-VAL
P.O. BOX 1325
NEWPORT BEACH, CA 92659
1-949-722-4800
CLA-VAL.COM

LOCAL CONTACT:
BRENT ROBINSON
JIM HOUSE & ASSOCIATES
24312 HIGHWAY 98
FAIRHOPE, AL 36532
O: 251-928-7867
F: 251-928-7804
BRENT@JIMHOUSE.COM



60% SUBMITTAL
NOT RELEASED FOR CONSTRUCTION PLOT DATE: 3/29/17

ENSENADA UNOS & ENSENADA DOES DRAINAGE IMPROVEMENTS

ENSENADA UNO, DETAIL

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 'S' STREET
PENSACOLA, FL 32505
PHONE: (850) 434-2603 FAX: (850) 434-2650

DESIGNED BY: T. HAMMOND
DRAWN BY: ARS
CHECKED BY: T. HAMMOND
PROJECT MANAGER: XXX
REG. FLA. ENG. NO. 54574
DISTRICT: XXX
DATE: JANUARY 2017
SIGNATURE:

DRAWING NUMBER 16-048
PROJECT NUMBER
SURVEY NUMBER
SHEET C7 OF C9

NUMBER	REVISIONS	DATE	APPROVED BY

PHASE ____ REVIEW
SIGNATURE:

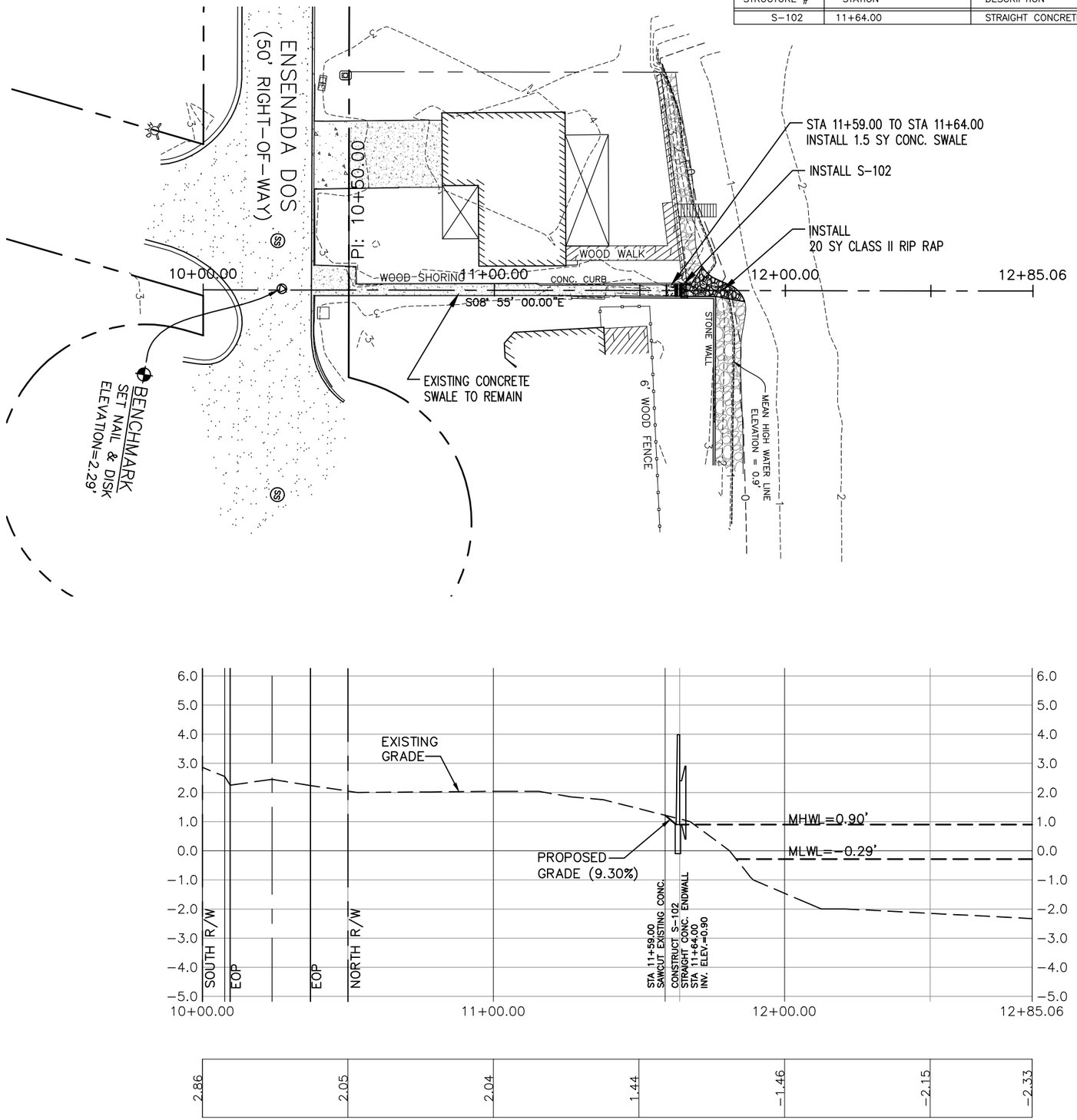
ORIGINATOR (RP) DATE
PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)

ORIGINATOR (QR) Correct (Green Highlighter) Change (Red Pen)
CHECKER (RP) (Red Pen X-Out to Disagree or Remark)
CHANGE INCORPORATION (Yellow HighLighter)

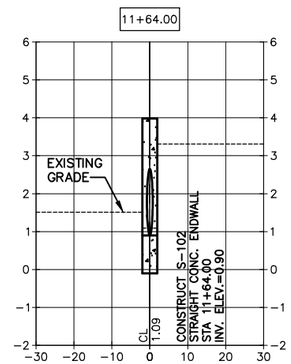
VERIFICATION, CHECKER (QR) (Blue Highlighter) DATE
REMARK INCORPORATION (Blue Highlighter) DATE
ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE

11"x17" SCALE 1" = 40'
24"x36" SCALE 1" = 20'

DRAINAGE STRUCTURES				
STRUCTURE #	STATION	DESCRIPTION	TOP ELEV.	FLOWLINE ELEV.
S-102	11+64.00	STRAIGHT CONCRETE ENDWALL	3.98	0.90



2.86	2.05	2.04	1.44	-1.46	-2.15	-2.33



60% SUBMITTAL
NOT RELEASED FOR CONSTRUCTION PLOT DATE: 3/29/17

PHASE ____ REVIEW
SIGNATURE:

ORIGINATOR (RP)	DATE
PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)	

ORIGINATOR (QR)	Correct (Green Highlighter) Change
CHECKER (RP)	(Red Pen X-Out to Disagree or Remark)
	CHANGE INCORPORATION (Yellow HighLighter)

VERIFICATION, CHECKER (QR)	DATE	(Blue Highlighter)
REMARK INCORPORATION	DATE	(Blue Highlighter)
ORIGINATOR VERIFICATION	DATE	Correct (Pink Highlighter)

ENSENADA UNOS & ENSENADA DOES DRAINAGE IMPROVEMENTS

ENSENADA DOS, PLAN & PROFILE

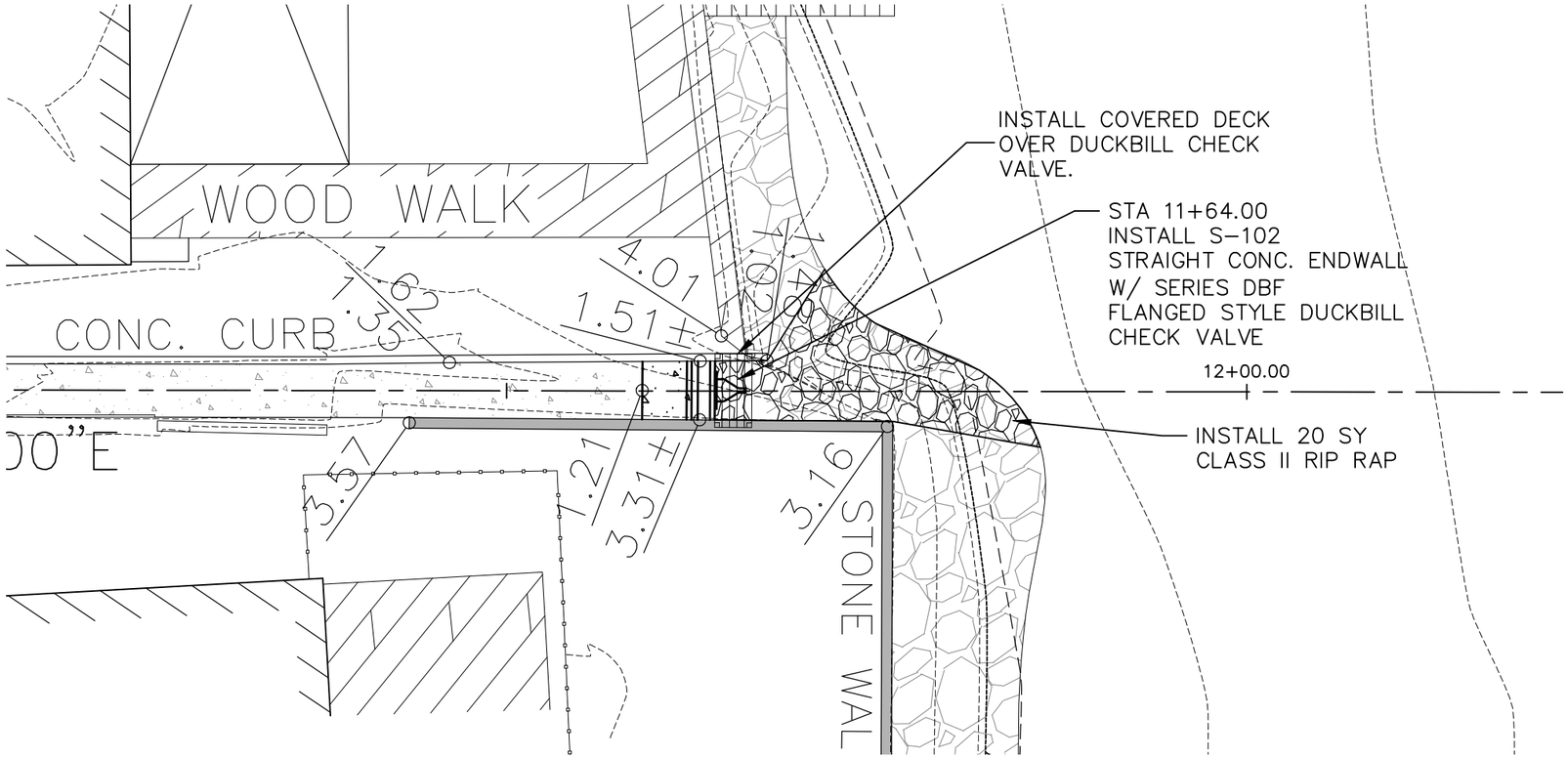
HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 32770
3802 NORTH 'S' STREET
PENSACOLA, FL 32505
PHONE: (850) 434-2603 FAX: (850) 434-2650

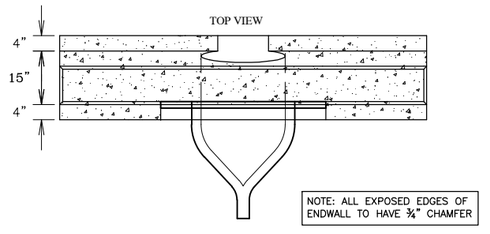
DESIGNED BY:	CHECKED BY:	REG. FLA. ENG. NO.	DATE:
T. HAMMOND	T. HAMMOND	54574	
DRAWN BY:	PROJECT MANAGER:	DISTRICT:	SIGNATURE:
ARS	XXX	XXX	
DATE: JANUARY 2017			

NUMBER	REVISIONS	DATE	APPROVED BY

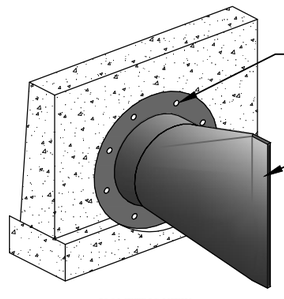
DRAWING NUMBER 16-048
PROJECT NUMBER
SURVEY NUMBER
SHEET C8 OF C9

11"x17" SCALE 1" = 10'
24"x36" SCALE 1" = 5'

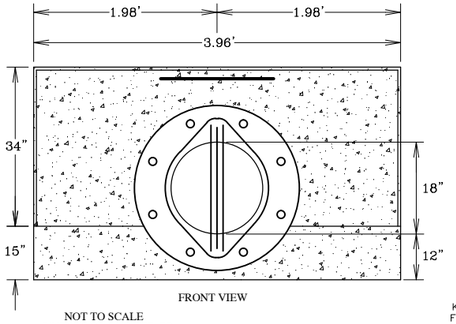




REINFORCEMENT TO BE #4 BARS @ 12" O.C. UNLESS OTHERWISE NOTED

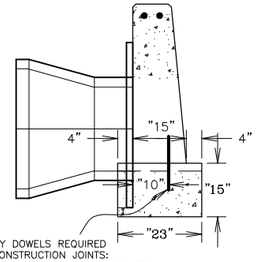


ISOMETRIC VIEW



FRONT VIEW

NOT TO SCALE
DIMENSIONS SUBJECT TO SITE SPECIFIC CHANGES.



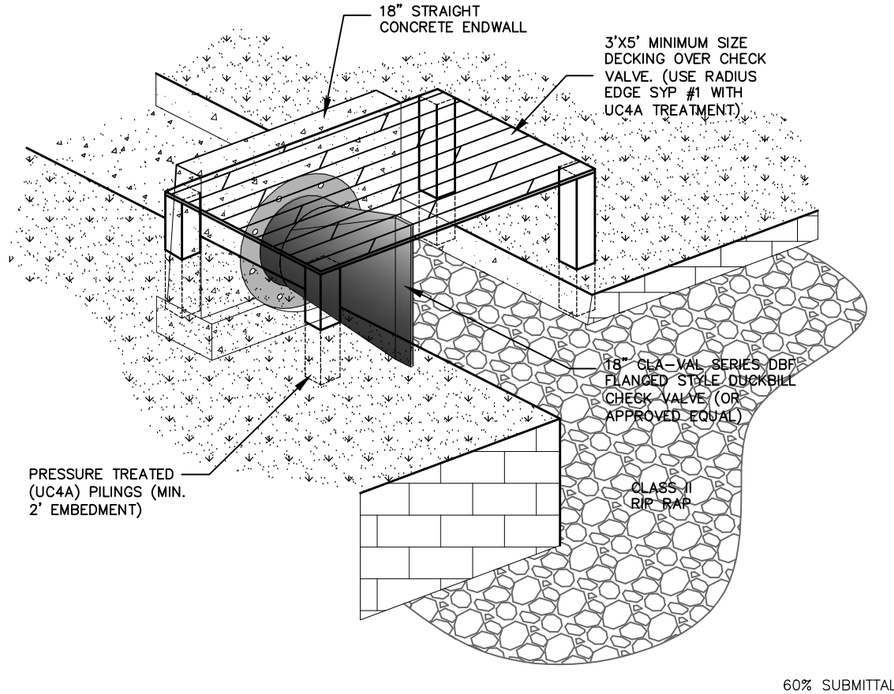
KEYWAY DOWELS REQUIRED FOR CONSTRUCTION JOINTS:
#4 BARS, 18" W/9" EMBEDMENT @ 12" O.C.

SIDE VIEW

SERIES DBF
FLANGED STYLE DUCKBILL CHECK VALVE

AS MANUFACTURED BY:
CLA-VAL
P.O. BOX 1325
NEWPORT BEACH, CA 92659
1-949-722-4800
CLA-VAL.COM

LOCAL CONTACT:
BRENT ROBINSON
JIM HOUSE & ASSOCIATES
24312 HIGHWAY 98
FAIRHOPE, AL 36532
O: 251-928-7867
F: 251-928-7804
BRENT@JIMHOUSE.COM



NOT RELEASED FOR CONSTRUCTION

60% SUBMITTAL
PLOT DATE: 3/29/17

PHASE ____ REVIEW
SIGNATURE:

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CHANGE INCORPORATION (Yellow HighLighter)	ORIGINATOR (QR)	Correct (Green Highlighter) Change (Red Pen)	ORIGINATOR VERIFICATION Correct (Pink Highlighter)	DATE

ENSENADA UNOS & ENSENADA DOES DRAINAGE IMPROVEMENTS

ENSENADA DOS, DETAIL

HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH 'A' STREET
PENSACOLA, FL 32505
PHONE: (850) 434-2603 FAX: (850) 434-2650

DRAWN BY:	DESIGNED BY:	CHECKED BY:	REG. FLA. ENG. NO.	DATE:
AFS	T. HAMMOND	T. HAMMOND	54574	
DATE:	PROJECT MANAGER:	DISTRICT:	SIGNATURE:	
JANUARY 2017	XXX	XXX		

NUMBER	REVISIONS	DATE	APPROVED BY:

DRAWING NUMBER 16-048
PROJECT NUMBER
SURVEY NUMBER
SHEET C9 OF C9

Florida Department of Environmental Protection

Northwest District Office
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Permittee/Authorized Entity:
Escambia County Board of County Commissioners
c/o Cooper Saunders
221 Palafox Place
Pensacola, Florida 32502, Escambia County
Cooper_Saunders@myescambia.com

Escambia County – Ensenada Drainage Improvements

Authorized Agent:
Keith Johnson
3308 Gulf Beach Highway
Pensacola, Florida 32507
Keith@wetlandsciences.com

Environmental Resource Permit
State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Escambia County
Permit No.: 0356170-001-EI/17

Permit Issuance Date: August 22, 2017
Permit Construction Phase Expiration Date: August 22, 2022

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Escambia County Board of County Commissioners
Permit No: 0356170-001-EI/17

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at Ensenada Uno and Ensenada Dos, Pensacola Beach, Florida 32561, in Section 07, Township 03 South, Range 28 West in Escambia County, at 30°20′35.00″ North Latitude, 87°05′30.01″ West Longitude and at 30°20′33.89″ North Latitude, 87°05′37.36″ West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to improve two separate outfall structures with straight concrete headwalls, duckbill check valves and riprap. The project is located within the Santa Rosa Sound, Class II Outstanding Florida Waters, Unclassified Shellfish Harvesting Area. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Escambia County – Ensenada Drainage Improvements

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), F.A.C. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to

you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations
You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT / SOVEREIGNTY SUBMERGED LANDS CONDITIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The Special Consent Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

1. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.

2. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not degrade the ambient water quality of Outstanding Florida Waters. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

3. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed the ambient water quality levels of the Outstanding Florida Waters:

   a. Immediately cease all work contributing to the water quality violation.
   b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
   c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.

4. This permit does not authorize the construction of any additional structures or dredging or filling of wetlands not illustrated on the permit drawings.

5. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.

6. The slope of the riprap shall be no steeper than 2:1 (Horizontal/Vertical) and the distance the riprap extends waterward from the MHWL shall be no more than 10 feet.

7. The riprap shall be installed within 14 days of completion of the seawall/new headwall.

8. "Riprap" shall consist of unconsolidated boulders, rocks, or clean concrete rubble with no exposed reinforcing rods or similar protrusions. The riprap shall be free of sediment, debris and toxins or otherwise deleterious substances. Riprap shall have a diameter of at least 12 inches to 3 feet.

9. Riprap shall be installed within a trench at least one foot deep at the toe of slope to lock in filter fabric and/or stone foundation and prevent undercutting. Material excavated from trenching activities may be utilized in creating a 2:1 slope for riprap placement. Any excess material must

be stored in uplands. Start placing stones at the bottom of the toe trench and work upwards to the top of the slope. The stone must completely cover the filter fabric under liner (geotextile), stone foundation and or natural stabilized foundation and should form a layer 12 to 18 inches thick.

10. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

11. All demolition debris shall be removed as necessary and hauled to an acceptable location for disposal. Coordination with the west neighbor at the Ensenada Uno outfall repair/improvement is recommended for uniformity and tie-in to both improvement projects. Although more exposure to the shoreline working together might be a factor with simultaneous construction, construction duration could result. The county could provide recommendations and direction to the overall improvements.

12. Headwall shall be properly installed with duckbill valve installed and observed during a rain event per manufacturers recommendations. Riprap shall be hand placed over a stable foundation, openings between larger rocks shall be choked with small rock.

13. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

14. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

15. Any damage to resources outside of the authorized impact area as a result of construction shall be immediately reported to the Department at (850) 595-8300, and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30 day period.

SPECIFIC CONDITION – OPERATION & MAINTENANCE ACTIVITIES

16. Following final construction, as-built submittal and county acceptance, any unforeseen disruption or failure of the improved storm water flume outfall headwall structures and riprap scour protection located off Ensenada Uno and Ensenada Dos (as identified on the attached drawings) shall be repaired immediately.

17. Regular inspection of installed duckbill valve and headwall assembly shall be inspected randomly and any observed failures or problems shall be reported to FLDEP, especially following a severe storm event. Regular and proper cleaning and disposing of debris shall be ongoing as necessary.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

18. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

19. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer

of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions, which are binding upon the applicant and are enforceable under Chapter 253, F.S. and Chapter 258, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

7. Structures or activities will not create a navigational hazard.

8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.

9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

10. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

11. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

13. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this

action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time
Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

FLAWAC Review
The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at 850-595-0655, or at Wade.Dandridge@dep.state.fl.us

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Andrew Joslyn
Permitting Program Administrator

aj/wd

Attachments:
Project Drawings and Design Specs., 7 pages

Copies furnished to:
Doug Warnat, FDEP, douglas.warnat@dep.state.fl.us
U.S. Army Corps of Engineers, terry.s.hayes@usace.army.mil
Escambia County, jtkirsche@co.escambia.fl.us, BDBANE@co.escambia.fl.us, bdschneider@co.escambia.fl.us,
Department of Community Affairs, Ray.Eubanks@deo.myflorida.com, DCPPermits@deo.myflorida.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on August 22, 2017, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the
Florida Statutes, with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk — August 22, 2017
Date

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 17-18.036 **Solicitation Name:** Ensenada Uno & Dos Drainage Improvement Project								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 4/4/2018 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Chavers Construction, Inc.		Y	Y	Y	Y	Y	Y	Y	$53,730.00
Roads, Inc. of NWF		Y	Y	Y	Y	Y	Y	Y	$178,963.61
J. Miller Construction, Inc.		Y	Y	N	N	N	Y	N	$70,527.00
Site and Utility, LLC		Y	Y	Y	Y	Y	Y	Y	$119,245.00
Principle Properties, Inc.		Y	Y	Y	Y	Y	Y	Y	$113,575.00
Southern Utility Company, Inc.		N	Y	Y	Y	Y	Y	Y	$131,132.55
Pensacola Concrete Construction Co., Inc.		N	Y	Y	Y	Y	Y	Y	$123,067.01
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	4/4/2018	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	4/4/2018	Recommendation to Award			
Bids Witnessed By:	Paul Nobles, Purchasing Manager			**Date:**	4/4/2018	**CAR Date:**	4/23/2018	**BOCC Date:**	5/3/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Chavers Construction, Inc.

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: Principle Properties did not include an electronic version of the Excel spreadsheet as required in the solicitation.
Southern Utility Company, Inc. did not complete the unit prices on the legally binding Bid Form.
Pensacola Concrete Construction Company, Inc. did not return a Bid Form provided by the County. Only County Bid Forms can be accepted. Additionally, the Excel spreadsheet was not included on the flash drive they provided in their sealed bid as required in the solicitation.

Posted: **4/10/18 5:00 PM** **Form Completed By:** **JDL**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Ensenada Uno & Dos Drainage Improvement Project

Bid Number: PD 16-17.036

Opening Date/Time: April 04, 2018 at 2:00 PM CDT

Purchasing Agent: Jeffrey Lovingood

Client Department: Public Works - Engineering Dept. Director/Designee: Cooper Saunders

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A Project #18EN0224 $53,000

Fund #: 353 Fund Title: LOST IV

Cost Center #: 210106 Cost Center Title: Transportation and Drainage

Object Code #: 56301 Object Code Title: Improvements Other Than Buildings

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No
Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

To award the project to Chavers Construction, Inc.

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 4/4/18

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Department [ ] Yes [✓] No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: _____
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

CHAVERS CONSTRUCTION, INC.

FOR

PD 17-18.036, ENSENADA UNO AND DOS DRAINAGE IMPROVEMENT PROJECT

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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	[Description/Sheet No./Date]	
Exhibit I/Technical Specifications [**Description/Date]**		
Exhibit L/Solicitation Documents Index		

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND CHAVERS CONSTRUCTION, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Chavers Construction, Inc., a for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3582039, whose Principal Address is 1795 Detroit Boulevard, Pensacola, FL, 32534, to perform all work ("Work") in connection with PD 17-18.036, Ensenada Uno & Dos Drainage Improvement Project ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

$53,730.00

Fifty-Three Thousand, Seven Hundred Thirty and 00/100 Dollars.

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within **SIXTY (60)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **THIRTY (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **NINETY (90)** calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion

of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County Public Works / Engineering
3363 West Park Place
Pensacola, FL 32505
Attention: Cooper Saunders

B. All correspondence with the Contractor will be addressed to the following:

Mr. Ryan Chavers
Chavers Construction, Inc.
1795 Detroit Boulevard
Pensacola, FL 32534

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

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

such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

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

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

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

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

Witness: _____ By: _____

Jack R. Brown, County Administrator

Witness: _____ Date: _____

CONTRACTOR:
Chavers Construction, Inc., a for-profit Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____
Ryan Chavers,

By: _____ Its: President
Secretary

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

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

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract

documents, up to that point, are provided and “As-Built” record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer’s review, Shop Drawings shall bear the Contractor’s certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

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

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

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness _____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
Witnesses _____
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid

certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the

County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Jeffrey Lovingood, Purchasing Specialist
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

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

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Contractor's Equipment Coverage

Contractor's equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

Watercraft Liability Coverage

Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic,

cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G

PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)
Pb ' Bid unit price for Bituminous Material.
Id ' Asphalt Price Index during the month in which the material is incorporated into the project.
Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13974 **County Administrator's Report 11. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Purchase of Four Ford Transit T-350 Vehicles
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for Four Ford Transit T-350 Vehicles - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of the following:

A. Authorize the County to utilize the State of Florida Department of Management Services Term Contract (25100000-18-1), 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;

B. Authorize the issuance of a Purchase Order for four 2018 Ford Transit T-350 vehicles, for the West Florida Public Libraries, to Garber Ford, Inc., in the amount of $146,390.50, according to the specifications outlined in Specification Numbers VE 17-18.013, VE 17-18.014, and VE 17-18.015, per the following:

1. Van "U4X" - One 2018 Ford Transit Wagon T-350 148" EL High Roof XL Sliding RH Door (model U4X), at a price of $39,638.90, solicitation VE 17-18.013;

2. Van "W2U" - Two 2018 Ford Transit Cargo Van T-350 148" High Roof 9500 GVWR Dual Door (model W2U), at a price of $34,505.40 each, for a total of $69,010.80, solicitation VE 17-18.014; and

3. Van "W3U" - One 2018 Ford Transit Cargo Van T-350 148" EL High Roof 9500 GVWR Dual Door (model W3U), at a price of $37,740.80, solicitation VE 17-18.015;

C. Authorize the issuance of a Purchase Order for cargo barriers, for the West Florida Public Libraries, to Fleetco Specialty, in the amount of $1,791.10. These

barriers will be installed in both "W2U" vans;

D. Authorize the issuance of a Purchase Order for A.D.A.-accessible pull-out trays, for the West Florida Public Libraries, to H&H Pensacola, in the amount of $3,563, per the following:

1. Van "W2U" - Upon delivery, one of these vehicles will receive an Americans with Disabilities Act (A.D.A.)-compliant accessible side pull out tray. This will be the County's Bookmobile Route Vehicle; and

2. Van "W2U" - Upon delivery, one of these vehicles will receive an Americans with Disabilities Act (A.D.A.)-compliant accessible full extension pull out tray. This will be the County's Library Courier Vehicle;

E. Authorize the issuance of a Purchase Order for vehicle and trailer graphics, for the West Florida Public Libraries, to Signature Graphix, in the amount of $4,000, per the following:

1.Graphic Logo/lettering for the four vehicles (Navy Blue Logo on Yellow Vans) made and installed by Signature Graphix at a cost of $3,200; and

2.Graphic Logo/lettering for Trailer (Yellow Logo and Lettering on Navy Blue Trailer) made and installed by Signature Graphix at a cost of $800; and

F. Authorize the issuance of a Purchase Order for a trailer, for the West Florida Public Libraries, to Skipper Trailer Sales, in the amount of $3,639.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this vehicle purchase was advertised on the Escambia County web site for thirty days. No responses from local vendors.

[Funding: Fund 113, Library Fund; Cost Center 110501, Operations; Object Code 59801, Reserves]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contract, Federal Schedules, or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications VE 17-18.013, VE 17-18.014, and VE 17-18.015, West Florida Public Libraries Ford Transit Wagon T-350 Vehicles were posted beginning February 21, 2018 for a period of thirth days. No bids were received from local vendors.

BUDGETARY IMPACT:

Funding: Fund 113, Library Fund; Cost Center 110501, Operations; Object Code 59801, Reserves

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

State Contract Quote for Van "U4X"
Solicitation for Van "U4X"
State Contract Quote for Van "W2U"
Solicitation for Van "W2U"
State Contract Quote for Van "W3U"
Solicitation for Van "W3U"
Quote for Accessories

VE 17-18.013

Price Quote Form (PQF) - Motor Vehicles

Library Van 1

Contract No.: 25100000-18-1

Updated 12/17

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.

Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)
Please complete only the unshaded white cells

Awarded Contractor Information

Vendor Name: (Drop Down)	Garber Ford, Inc.				
Street Address:	3380 HWY 17				
City, State, Zip:	Green Cove Springs, FL 32043				
Contact Person:	Todd Brandt	Title:			
Original Quote Date:	2/7/18	Revised Quote Date:		Est. Delivery:	
Phone #'s: Primary:	904.264.2442	Secondary:			
Email Address:	tbrandt@garberautomall.com				
Fax #:	904.284.0054				
Vendor Purchase Order No.					

Requesting Customer Information

Agency/Organization Name:	WEST FLORIDA PUBLIC LIBRARIES		
Contact Person:	JOHN D SHELTON	Title:	
Phone #'s:	850.436.5033		
Email Address:	JDSHELTON@MYWFPL.COM		
Fax #:			

Secondary Customer Contact: (optional)

Contact Person:		Title:	
Phone #'s:			
Email Address:			
Fax #:			

UNSPSC Commodity Code	Vehicle Group (Drop Down)	Line No.	Sub Group
25101505	Group 3: Minivans Or Vans	31	Sub-Group A: VAN, PASSENGER

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2018 Ford Transit Wagon T-350 148" EL High Roof XL Sliding RH Dr (U4X)	$ 33,114.00	2.00%

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
301A	PREFERRED PACKAGE		0	$ -	$ -
99V	3.2L POWERSTROKE I5 DIESEL ENGINE	$ 3,995.00	2.00%	$ 79.90	$ 3,915.10
446	6-SPEED AUTOMATIC TRANSMISSION		0	$ -	$ -
BY	SOLID EXTERIOR PAINT: SCHOOL BUS YELLOW		0	$ -	$ -
CB/21M	CLOTH BUCKET SEATS: PEWTER	$ 60.00	2.00%	$ 1.20	$ 58.80
	BACKUP CAMERA/POWER WINDOWS/LOCKS:STAND	$ -	0	$ -	$ -
	KEYLESS ENTRY AND AC IS STANDARD	$ -	0	$ -	$ -
57N	REAR WINDOW DEFROSTER	$ 175.00	2.00%	$ 3.50	$ 171.50
53B	HD TRAILER TOWING PACKAGE W/TOW HAUL MODE	$ 485.00	2.00%	$ 9.70	$ 475.30
542	SHORT ARM POWER FOLDING HEATED MIRRORS	$ 225.00	2.00%	$ 4.50	$ 220.50
66P	SECURILOCK PATS ANTITHEFT SYSTEM	$ 75.00	2.00%	$ 1.50	$ 73.50
X7L	3.73 LIMITED SLIP AXLE(3.31 NOT AVAILABLE)	$ 325.00	2.00%	$ 6.50	$ 318.50
43R	REVERSE SENSING SYSTEM	$ 295.00	2.00%	$ 5.90	$ 289.10
90C	12V TO 110V POWER INVERTER	$ 100.00	2.00%	$ 2.00	$ 98.00
67C	UPFITTER SWITCHES REQ: 63E/87E/63C	$ 85.00	2.00%	$ 1.70	$ 83.30
63C	HD ALTERNATOR	$ 260.00	2.00%	$ 5.20	$ 254.80
41C	LANE KEEPING ALERT	$ 375.00	2.00%	$ 7.50	$ 367.50
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			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

			0	$ -	$ -
TOTAL COST: OEM OPTIONS				$ 129.10	$ 6,325.90

Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS				$ -	$ -

Non-Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
	ALL WEATHER MATS	$ 199.00		$ -	$ 199.00
		$ -		$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS				$ -	$ 199.00

GRAND TOTAL PER REPRESENTATIVE MODEL	$ 39,638.90
Additional Savings Off Contract Price Per Vehicle* (Please provide detailed information in Vendor Comments)	$0.00
Total Vehicles Quoted (Drop Down)	1
PO GRAND TOTAL	$ 39,638.90

Vendor Comments:	Additional Savings for Example: Quantity, Dealer Special, Customer Picked Up Vehicle. Ex: DMS negotiated $50 off of contract price for XYZ vehicle due to large order.
Agency Comments:	Please confirm vehicle color. If no color is specified then the default is white. School Bus Yellow

*UNSPSC = United Nations Standard Products and Services Commodity Code

The West Florida Public Libraries of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.013**

Year: 2018

Model: 2018 Ford Transit Wagon T-350 148" EL High Roof XL Sliding RH Door (U4X)

Color: School Bus Yellow

Equipment: To be equipped per specifications.

Warranty: 3-year/36,000-mile Bumper-to-Bumper, 5-year/60,000-mile roadside assist, 5-year/60,000-mile powertrain

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$39,638.90 ea.

Specification Number VE 17-18.013– Escambia County West Florida Public Libraries 2018 Ford Transit Wagon T-350 148" EL High Roof XL Sliding RH Door (U4X)

Posting Date	February 21, 2018
Due Date for Offers	March 23, 2018
Depart. Contact	John Shelton 850-436-5033
Fleet Maint.	Jamie Higdon – Fleet Maintenance

VE 17-18.013 – Escambia County West Florida Public Libraries 2018 Ford Transit Wagon T-350 148" EL High Roof XL Sliding RH Door (U4X)

Offers for the sale of vehicles meeting the specifications for VE 17-18.013 Escambia County West Florida Public Libraries Vehicle Purchase as listed will be accepted until **5:00 PM CST on March 23, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Jeff Lovingood, Purchasing Specialist
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.013 West Florida Public Libraries Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

VE 17-18.013

Price Quote Form (PQF) - Motor Vehicles

Library Van 1

Contract No.: 25100000-18-1

Updated 12/17

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.

Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)
Please complete only the unshaded white cells

Awarded Contractor Information

Vendor Name: (Drop Down)	Garber Ford, Inc.				
Street Address:	3380 HWY 17				
City, State, Zip:	Green Cove Springs, FL 32043				
Contact Person:	Todd Brandt	Title:			
Original Quote Date:	2/7/18	Revised Quote Date:		Est. Delivery:	
Phone #'s: Primary:	904.264.2442	Secondary:			
Email Address:	tbrandt@garberautomall.com				
Fax #:	904.284.0054				
Vendor Purchase Order No.					

Requesting Customer Information

Agency/Organization Name:	WEST FLORIDA PUBLIC LIBRARIES		
Contact Person:	JOHN D SHELTON	Title:	
Phone #'s:	850.436.5033		
Email Address:	JDSHELTON@MYWFPL.COM		
Fax #:			

Secondary Customer Contact: (optional)

Contact Person:		Title:	
Phone #'s:			
Email Address:			
Fax #:			

UNSPSC Commodity Code	Vehicle Group (Drop Down)	Line No.	Sub Group
25101505	Group 3: Minivans Or Vans	31	Sub-Group A: VAN, PASSENGER

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2018 Ford Transit Wagon T-350 148" EL High Roof XL Sliding RH Dr (U4X)	$ 33,114.00	2.00%

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
301A	PREFERRED PACKAGE		0	$ -	$ -
99V	3.2L POWERSTROKE I5 DIESEL ENGINE	$ 3,995.00	2.00%	$ 79.90	$ 3,915.10
446	6-SPEED AUTOMATIC TRANSMISSION		0	$ -	$ -
BY	SOLID EXTERIOR PAINT: SCHOOL BUS YELLOW		0	$ -	$ -
CB/21M	CLOTH BUCKET SEATS: PEWTER	$ 60.00	2.00%	$ 1.20	$ 58.80
	BACKUP CAMERA/POWER WINDOWS/LOCKS:STAND	$ -	0	$ -	$ -
	KEYLESS ENTRY AND AC IS STANDARD	$ -	0	$ -	$ -
57N	REAR WINDOW DEFROSTER	$ 175.00	2.00%	$ 3.50	$ 171.50
53B	HD TRAILER TOWING PACKAGE W/TOW HAUL MODE	$ 485.00	2.00%	$ 9.70	$ 475.30
542	SHORT ARM POWER FOLDING HEATED MIRRORS	$ 225.00	2.00%	$ 4.50	$ 220.50
66P	SECURILOCK PATS ANTITHEFT SYSTEM	$ 75.00	2.00%	$ 1.50	$ 73.50
X7L	3.73 LIMITED SLIP AXLE(3.31 NOT AVAILABLE)	$ 325.00	2.00%	$ 6.50	$ 318.50
43R	REVERSE SENSING SYSTEM	$ 295.00	2.00%	$ 5.90	$ 289.10
90C	12V TO 110V POWER INVERTER	$ 100.00	2.00%	$ 2.00	$ 98.00
67C	UPFITTER SWITCHES REQ: 63E/87E/63C	$ 85.00	2.00%	$ 1.70	$ 83.30
63C	HD ALTERNATOR	$ 260.00	2.00%	$ 5.20	$ 254.80
41C	LANE KEEPING ALERT	$ 375.00	2.00%	$ 7.50	$ 367.50
			0	$ -	$ -
			0	$ -	$ -
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			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
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			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

			0	$ -	$ -
TOTAL COST: OEM OPTIONS				$ 129.10	$ 6,325.90

Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS				$ -	$ -

Non-Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
	ALL WEATHER MATS	$ 199.00		$ -	$ 199.00
		$ -		$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS				$ -	$ 199.00

GRAND TOTAL PER REPRESENTATIVE MODEL	$ 39,638.90
Additional Savings Off Contract Price Per Vehicle* (Please provide detailed information in Vendor Comments)	$0.00
Total Vehicles Quoted (Drop Down)	1
PO GRAND TOTAL	$ 39,638.90

Vendor Comments:	Additional Savings for Example: Quantity, Dealer Special, Customer Picked Up Vehicle. Ex: DMS negotiated $50 off of contract price for XYZ vehicle due to large order.
Agency Comments:	Please confirm vehicle color. If no color is specified then the default is white. School Bus Yellow

*UNSPSC = United Nations Standard Products and Services Commodity Code

I. Purpose

To establish a procedure for meeting the provisions for local preference in the purchase of vehicles and equipment in the execution of planned purchases from State Term Contracts, Federal Schedules or other Purchasing Cooperative Contracts.

II. Scope

This procedure will apply to all vehicle or equipment purchases in cases where local suppliers exist.

III. Local Preference Policy

On September 16, 2013 the Board of County Commissioners enacted an ordinance of Escambia County Code of Ordinance 2013-43, Chapter 46, Article II, Section 110 providing for a local preference in the sealed bid process and established a policy for posting pending purchases of vehicles and equipment for a period of 30 days to allow local vendors to submit offers meeting or beating the posted purchase price.

IV. Definitions:

"Local business" defined: "Local business." For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

V. Certification.

Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein.

The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

VI. Posting of Pending Vehicle and Equipment Purchases

In compliance with the Local Preference initiative adopted on September 16, 2013, the Purchasing Manager will post information regarding pending purchases of vehicles and equipment for County departments including make, model, specifications and purchase price. Posted purchases will be delayed for a period of 30 days to allow for submission of offers from local vendors meeting or beating the posted purchase price.

Postings will be available at the Escambia County Home Page at:
https://myescambia.com/our-services/purchasing/pending-vehicle-and-equipment-purchases

VII. Offers for Posted Vehicle and Equipment Purchases from Local Vendors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd Floor, Room 11.101
Matt Langley Bell, III Bldg.
213 Palafox Place, Pensacola, Florida 32502
and clearly marked with the Specification Number and the name of the offeror.

Acceptable offers from vendors meeting the criteria for Local vendors as specified in Escambia County Code of Ordinance 2013-43, Chapter 46, Article II, Section 110, must meet the specifications of the vehicle or equipment and must not exceed the posted purchase price.

The Office of Purchasing shall evaluate the lowest acceptable offer against the contract price. In all cases where the local vendor has provided an acceptable offer equal to or lower than the posted contract price, the vehicle or equipment shall be purchased from the local vendor in compliance with policies and procedure of Escambia County Purchasing Department and Escambia County Code of Ordinance, Chapter 46, Purchases and Contracts.

After the 30 day posting period is complete and if it is determined that the posted contract price is the lowest price offer available, the purchase of the vehicle or equipment shall be completed in accordance with Policies and Procedures of the Purchasing Department and Escambia County Code of Ordinances, Chapter 46, Purchases and Contracts based on State Term Contracts, Federal Schedules or other Purchasing Cooperative Contracts. Postings will be removed after the 30 day period.

VIII. Waiver of the application of local preference.

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

VE17-18.014
Library Van 2

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

Updated 12/17

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.

Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)
Please complete only the unshaded white cells

Awarded Contractor Information

Vendor Name: (Drop Down)	Garber Ford, Inc.				
Street Address:	3380 HWY 17				
City, State, Zip:	Green Cove Springs, FL 32043				
Contact Person:	Todd Brandt		Title:		
Original Quote Date:	2/7/18	Revised Quote Date:		Est. Delivery:	
Phone #'s: Primary:	904.264.2442		Secondary:		
Email Address:	tbrandt@garberautomall.com				
Fax #:	904.284.0054				
Vendor Purchase Order No.					

Requesting Customer Information

Agency/Organization Name:	WEST FLORIDA PUBLIC LIBRARIES		
Contact Person:	JOHN D SHELTON	Title:	
Phone #'s:	850.436.5033		
Email Address:	JDSHELTON@MYWFPL.COM		
Fax #:			

Secondary Customer Contact: (optional)

Contact Person:		Title:	
Phone #'s:			
Email Address:			
Fax #:			

UNSPSC Commodity Code	Vehicle Group (Drop Down)	Line No.	Sub Group
25101505	Group 3: Minivans Or Vans	86	Sub-Group B: VAN, CARGO

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2018 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)	$ 30,112.00	2.00%

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
101A	PREFERRED PACKAGE		0	$ -	$ -
99G	3.5L ECOBOOST V6 ENGINE(DIESEL NOT AVAILABLE)	$ 1,865.00	2.00%	$ 37.30	$ 1,827.70
446	6-SPEED AUTOMATIC TRANSMISSION		0	$ -	$ -
BY	SOLID EXTERIOR PAINT: SCHOOL BUS YELLOW		0	$ -	$ -
CB/21M	CLOTH BUCKET SEATS: CHARCOAL	$ 60.00	2.00%	$ 1.20	$ 58.80
	BACKUP CAMERA/POWER WINDOWS/LOCKS:STAND	$ -	0	$ -	$ -
	KEYLESS ENTRY AND AC IS STANDARD	$ -	0	$ -	$ -
57N	REAR WINDOW DEFROSTER	$ 175.00	2.00%	$ 3.50	$ 171.50
53B	HD TRAILER TOWING PACKAGE W/TOW HAUL MODE	$ 485.00	2.00%	$ 9.70	$ 475.30
542	SHORT ARM POWER FOLDING HEATED MIRRORS	$ 225.00	2.00%	$ 4.50	$ 220.50
66P	SECURILOCK PATS ANTITHEFT SYSTEM	$ 75.00	2.00%	$ 1.50	$ 73.50
X3L	3.31 LIMITED SLIP AXLE	$ 325.00	2.00%	$ 6.50	$ 318.50
43R	REVERSE SENSING SYSTEM	$ 295.00	2.00%	$ 5.90	$ 289.10
41C	LANE KEEPING ALERT	$ 375.00	2.00%	$ 7.50	$ 367.50
60C	CRUISE CONTROL W/MESSAGE CENTER	$ 325.00	2.00%	$ 6.50	$ 318.50
17A	FIXED REAR DOOR GLASS	$ 75.00	2.00%	$ 1.50	$ 73.50
		$ -	0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
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			0	$ -	$ -
			0	$ -	$ -

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

			0	$ -	$ -
TOTAL COST: OEM OPTIONS				$ 85.60	$ 4,194.40

Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
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				$ -	$ -
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				$ -	$ -
				$ -	$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS				$ -	$ -

Non-Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
	ALL WEATHER MATS	$ 199.00		$ -	$ 199.00
		$ -		$ -	$ -
				$ -	$ -
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				$ -	$ -
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS				$ -	$ 199.00

GRAND TOTAL PER REPRESENTATIVE MODEL	$ 34,505.40
Additional Savings Off Contract Price Per Vehicle* (Please provide detailed information in Vendor Comments)	$0.00
Total Vehicles Quoted (Drop Down)	1
PO GRAND TOTAL	$ 34,505.40

Vendor Comments:	Additional Savings for Example: Quantity, Dealer Special, Customer Picked Up Vehicle. Ex: DMS negotiated $50 off of contract price for XYZ vehicle due to large order.
Agency Comments:	Please confirm vehicle color. If no color is specified then the default is white. School Bus Yellow

*UNSPSC = United Nations Standard Products and Services Commodity Code

The West Florida Public Libraries of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.014**

Year: 2018

Model: 2018 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)

Color: School Bus Yellow

Equipment: To be equipped per specifications.

Warranty: 3-year/36,000-mile Bumper-to-Bumper, 5-year/60,000-mile roadside assist, 5-year/60,000-mile powertrain

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$34,505.40 ea.

Specification Number VE 17-18.014– Escambia County West Florida Public Libraries 2018 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)

Posting Date	February 21, 2018
Due Date for Offers	March 23, 2018
Depart. Contact	John Shelton 850-436-5033
Fleet Maint.	Jamie Higdon – Fleet Maintenance

VE 17-18.014 – Escambia County West Florida Public Libraries 2018 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)

Offers for the sale of vehicles meeting the specifications for VE 17-18.014 Escambia County West Florida Public Libraries Vehicle Purchase as listed will be accepted until **5:00 PM CST on March 23, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Jeff Lovingood, Purchasing Specialist
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.014 West Florida Public Libraries Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

VE17-18.014
Library Van 2

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

Updated 12/17

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.

Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)
Please complete only the unshaded white cells

Awarded Contractor Information

Vendor Name: (Drop Down)	Garber Ford, Inc.				
Street Address:	3380 HWY 17				
City, State, Zip:	Green Cove Springs, FL 32043				
Contact Person:	Todd Brandt		Title:		
Original Quote Date:	2/7/18	Revised Quote Date:		Est. Delivery:	
Phone #'s: Primary:	904.264.2442		Secondary:		
Email Address:	tbrandt@garberautomall.com				
Fax #:	904.284.0054				
Vendor Purchase Order No.					

Requesting Customer Information

Agency/Organization Name:	WEST FLORIDA PUBLIC LIBRARIES		
Contact Person:	JOHN D SHELTON	Title:	
Phone #'s:	850.436.5033		
Email Address:	JDSHELTON@MYWFPL.COM		
Fax #:			

Secondary Customer Contact: (optional)

Contact Person:		Title:	
Phone #'s:			
Email Address:			
Fax #:			

UNSPSC Commodity Code	Vehicle Group (Drop Down)	Line No.	Sub Group
25101505	Group 3: Minivans Or Vans	86	Sub-Group B: VAN, CARGO

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2018 Ford Transit Cargo Van T-350 148" Hi Rf 9500 GVWR Dual Dr (W2U)	$ 30,112.00	2.00%

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
101A	PREFERRED PACKAGE		0	$ -	$ -
99G	3.5L ECOBOOST V6 ENGINE(DIESEL NOT AVAILABLE)	$ 1,865.00	2.00%	$ 37.30	$ 1,827.70
446	6-SPEED AUTOMATIC TRANSMISSION		0	$ -	$ -
BY	SOLID EXTERIOR PAINT: SCHOOL BUS YELLOW		0	$ -	$ -
CB/21M	CLOTH BUCKET SEATS: CHARCOAL	$ 60.00	2.00%	$ 1.20	$ 58.80
	BACKUP CAMERA/POWER WINDOWS/LOCKS:STAND	$ -	0	$ -	$ -
	KEYLESS ENTRY AND AC IS STANDARD	$ -	0	$ -	$ -
57N	REAR WINDOW DEFROSTER	$ 175.00	2.00%	$ 3.50	$ 171.50
53B	HD TRAILER TOWING PACKAGE W/TOW HAUL MODE	$ 485.00	2.00%	$ 9.70	$ 475.30
542	SHORT ARM POWER FOLDING HEATED MIRRORS	$ 225.00	2.00%	$ 4.50	$ 220.50
66P	SECURILOCK PATS ANTITHEFT SYSTEM	$ 75.00	2.00%	$ 1.50	$ 73.50
X3L	3.31 LIMITED SLIP AXLE	$ 325.00	2.00%	$ 6.50	$ 318.50
43R	REVERSE SENSING SYSTEM	$ 295.00	2.00%	$ 5.90	$ 289.10
41C	LANE KEEPING ALERT	$ 375.00	2.00%	$ 7.50	$ 367.50
60C	CRUISE CONTROL W/MESSAGE CENTER	$ 325.00	2.00%	$ 6.50	$ 318.50
17A	FIXED REAR DOOR GLASS	$ 75.00	2.00%	$ 1.50	$ 73.50
		$ -	0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
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			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

			0	$ -	$ -
TOTAL COST: OEM OPTIONS				$ 85.60	$ 4,194.40

Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS				$ -	$ -

Non-Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
	ALL WEATHER MATS	$ 199.00		$ -	$ 199.00
		$ -		$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS				$ -	$ 199.00

GRAND TOTAL PER REPRESENTATIVE MODEL	$ 34,505.40
Additional Savings Off Contract Price Per Vehicle* (Please provide detailed information in Vendor Comments)	$0.00
Total Vehicles Quoted (Drop Down)	1
PO GRAND TOTAL	$ 34,505.40

Vendor Comments:	Additional Savings for Example: Quantity, Dealer Special, Customer Picked Up Vehicle. Ex: DMS negotiated $50 off of contract price for XYZ vehicle due to large order.
Agency Comments:	Please confirm vehicle color. If no color is specified then the default is white. School Bus Yellow

*UNSPSC = United Nations Standard Products and Services Commodity Code

I. Purpose

To establish a procedure for meeting the provisions for local preference in the purchase of vehicles and equipment in the execution of planned purchases from State Term Contracts, Federal Schedules or other Purchasing Cooperative Contracts.

II. Scope

This procedure will apply to all vehicle or equipment purchases in cases where local suppliers exist.

III. Local Preference Policy

On September 16, 2013 the Board of County Commissioners enacted an ordinance of Escambia County Code of Ordinance 2013-43, Chapter 46, Article II, Section 110 providing for a local preference in the sealed bid process and established a policy for posting pending purchases of vehicles and equipment for a period of 30 days to allow local vendors to submit offers meeting or beating the posted purchase price.

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VE17-18.015
Library Van 3

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

Updated 12/17

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.

Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)
Please complete only the unshaded white cells

Awarded Contractor Information

Vendor Name: (Drop Down)	Garber Ford, Inc.				
Street Address:	3380 HWY 17				
City, State, Zip:	Green Cove Springs, FL 32043				
Contact Person:	Todd Brandt	Title:			
Original Quote Date:	2/7/18	Revised Quote Date:		Est. Delivery:	
Phone #'s: Primary:	904.264.2442	Secondary:			
Email Address:	tbrandt@garberautomall.com				
Fax #:	904.284.0054				
Vendor Purchase Order No.					

Requesting Customer Information

Agency/Organization Name:	WEST FLORIDA PUBLIC LIBRARIES		
Contact Person:	JOHN D SHELTON	Title:	
Phone #'s:	850.436.5033		
Email Address:	JDSHELTON@MYWFPL.COM		
Fax #:			

Secondary Customer Contact: (optional)

Contact Person:		Title:	
Phone #'s:			
Email Address:			
Fax #:			

UNSPSC Commodity Code	Vehicle Group (Drop Down)	Line No.	Sub Group
25101505	Group 3: Minivans Or Vans	88	Sub-Group B: VAN, CARGO

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2018 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)	$ 31,260.00	2.00%

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
101A	PREFERRED PACKAGE		0	$ -	$ -
99V	3.2L POWERSTROKE I5 DIESEL ENGINE	$ 3,995.00	2.00%	$ 79.90	$ 3,915.10
446	6-SPEED AUTOMATIC TRANSMISSION		0	$ -	$ -
BY	SOLID EXTERIOR PAINT: SCHOOL BUS YELLOW		0	$ -	$ -
CB/21M	CLOTH BUCKET SEATS: CHARCOAL	$ 60.00	2.00%	$ 1.20	$ 58.80
	BACKUP CAMERA/POWER WINDOWS/LOCKS:STAND	$ -	0	$ -	$ -
	KEYLESS ENTRY AND AC IS STANDARD	$ -	0	$ -	$ -
57N	REAR WINDOW DEFROSTER	$ 175.00	2.00%	$ 3.50	$ 171.50
53B	HD TRAILER TOWING PACKAGE W/TOW HAUL MODE	$ 485.00	2.00%	$ 9.70	$ 475.30
542	SHORT ARM POWER FOLDING HEATED MIRRORS	$ 225.00	2.00%	$ 4.50	$ 220.50
66P	SECURILOCK PATS ANTITHEFT SYSTEM	$ 75.00	2.00%	$ 1.50	$ 73.50
X3L	3.31 LIMITED SLIP AXLE	$ 325.00	2.00%	$ 6.50	$ 318.50
43R	REVERSE SENSING SYSTEM	$ 295.00	2.00%	$ 5.90	$ 289.10
41C	LANE KEEPING ALERT	$ 375.00	2.00%	$ 7.50	$ 367.50
60C	CRUISE CONTROL W/MESSAGE CENTER	$ 325.00	2.00%	$ 6.50	$ 318.50
17A	FIXED REAR DOOR GLASS	$ 75.00	2.00%	$ 1.50	$ 73.50
		$ -	0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
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			0	$ -	$ -
			0	$ -	$ -

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

			0	$ -	$ -
TOTAL COST: OEM OPTIONS				$ 128.20	$ 6,281.80
Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS				$ -	$ -
Non-Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
	ALL WEATHER MATS	$ 199.00		$ -	$ 199.00
		$ -		$ -	$ -
				$ -	$ -
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TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS				$ -	$ 199.00
GRAND TOTAL PER REPRESENTATIVE MODEL					$ 37,740.80
Additional Savings Off Contract Price Per Vehicle* (Please provide detailed information in Vendor Comments)					$0.00
Total Vehicles Quoted (Drop Down)					1
PO GRAND TOTAL					$ 37,740.80

Vendor Comments:	Additional Savings for Example: Quantity, Dealer Special, Customer Picked Up Vehicle. Ex: DMS negotiated $50 off of contract price for XYZ vehicle due to large order.
Agency Comments:	Please confirm vehicle color. If no color is specified then the default is white. School Bus Yellow

*UNSPSC = United Nations Standard Products and Services Commodity Code

The West Florida Public Libraries of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.015**

Year: 2018

Model: 2018 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)

Color: School Bus Yellow

Equipment: To be equipped per specifications.

Warranty: 3-year/36,000-mile Bumper-to-Bumper, 5-year/60,000-mile roadside assist, 5-year/60,000-mile powertrain

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$37,740.80 ea.

Specification Number VE 17-18.015– Escambia County West Florida Public Libraries 2018 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)

Posting Date	February 21, 2018
Due Date for Offers	March 23, 2018
Depart. Contact	John Shelton 850-436-5033
Fleet Maint.	Jamie Higdon – Fleet Maintenance

VE 17-18.015 – Escambia County West Florida Public Libraries 2018 Ford Transit Cargo Van T-350 148" EL Hi Rf 9500 GVWR Dual Dr (W3U)

Offers for the sale of vehicles meeting the specifications for VE 17-18.015 Escambia County West Florida Public Libraries Vehicle Purchase as listed will be accepted until **5:00 PM CST on March 23, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Jeff Lovingood, Purchasing Specialist
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.015 West Florida Public Libraries Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

VE17-18.015
Library Van 3

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-18-1

Updated 12/17

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

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Phone #'s: Primary:	904.264.2442	Secondary:			
Email Address:	tbrandt@garberautomall.com				
Fax #:	904.284.0054				
Vendor Purchase Order No.					

Requesting Customer Information

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Contact Person:	JOHN D SHELTON	Title:	
Phone #'s:	850.436.5033		
Email Address:	JDSHELTON@MYWFPL.COM		
Fax #:			

Secondary Customer Contact: (optional)

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Phone #'s:			
Email Address:			
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			0	$ -	$ -
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Quote

Page: 1

Quote expires
May 3, 2018 12:00 am

Invoice #: PN1000045
Date: 4/3/18
Station: 017-02

HOME & TRUCK ACCESSORY CENTER

H and H Pensacola
6794 Pensacola Blvd.
Pensacola, FLA. 32505 USA
850-484-4117

Sold to: Escambia Co. Board of Co. Commissioners
Fire Rescue
221 Palafox PL Suite 140 LIBRARY
Pensacola, FL 32502
850-475-5530

Ship to: Escambia Co. Board of Co. Commissioners
Fire Rescue
221 Palafox PL Suite 140 LIBRARY
Pensacola, FL 32502

Customer #: 17396E
Sls rep: 017BE
Ship date:
Location: 017
Ship-via code:
Terms:

Quantity	Item #	Description	Ship-from location	Price	Selling unit	Ext prc
1	ACG1500XL-9548	Truck Slide out Tray		2,009.00	EACH	2,009.00
~~1~~	~~ACG1500XL-9548~~	~~Truck Slide out Tray~~		~~2,009.00~~	~~EACH~~	~~2,009.00~~
1	T	FREE INSTALL		0.00	EACH	0.00

SOLE SOURCE FOR THIS CARGO HOLDER

$ 2,009.00 INSTALLED

TRAY OUT BACK OF VEHICLE FOR COURIER.

User: 017BE Total line items: 3

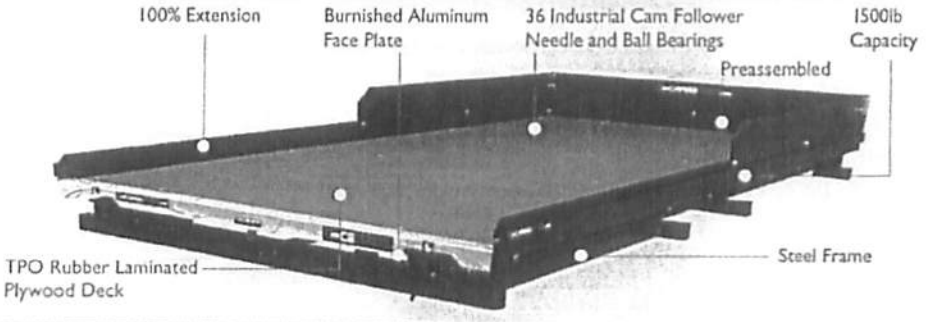
Sale subtotal:	0.00
Tax:	0.00
Total:	0.00

CARGOGLIDE

CG1500XL



MAIN SPECS



CAPACITIES

Payload Distributed Capacity	1500 lbs
Tie-down Load Rating	400 lbs per tie-down
Bearing Load Rating	Combined Load Rating of Bearings = 81,510
Load	4 @ 4840 ea./16 @ 2508 ea.
Carrier	2 @ 3019 ea.
Side-Thrust	14 @ 1573 ea.
Plus-Nut Rating (1/8" steel)	4 - 6 @1500 lbs. each
Extension	100%

DIMENSIONS / WEIGHT RANGES

Length	48" - 95"
Width	24" - 48"
Profile/ Deck Height (inches)	6 1/4 Std, 4 3/4" Low Profile
Side Rails	4" with 8" High Sides
Grab Rail	Based on width of unit
Weight	300 - 455 lbs

1500 lb capacity. 100% of the Cargo Tray Length Slides out for Total Access to your Cargo. Real plywood deck with a TPO Rubber laminated surface for strength and durability. 36 Industrial Cam Follower Needle and Ball Bearings provide Dependable Lasting support for the Cargo You Haul in Your CargoGlide. Powder Coated Industrial 4" high extruded 6061-T6 Thick Aluminum Side Rails with intergrated Full Perimeter Tie-Down Tracks and 4 Infinitely Adjustable Eyebolt Tie-Downs to make securing cargo easy and versatile. Includes 8" High Side Extensions on the first four feet of the rails at the cab end, helps contain more cargo.

Custom Sizes Available

Quote

Page: 1

Quote expires
May 3, 2018 12:00 am

Invoice #: PN1000047
Date: 4/3/18
Station: 017-02

HOME & TRUCK ACCESSORY CENTER

H and H Pensacola
6794 Pensacola Blvd.
Pensacola, FLA. 32505 USA
850-484-4117

Sold to: Escambia Co. Board of Co. Commissioners
Fire Rescue
221 Palafox PL Suite 140
Pensacola, FL 32502
850-475-5530

Ship to:

Customer #: 17396E
Sls rep: 017BE
Ship date:
Location: 017
Ship-via code:
Terms:

Quantity	Item #	Description	Ship-from location	Price	Selling unit	Ext prc
1	ACG1000XL-5748	Truck Slide out Tray		1,554.00	EACH	1,554.00

FREE INSTALL

TRAY OUTSIDE FOR BOOKMOBILE ROUTE USE.
(THIS PROVIDES AN A.D.A. ACCESSIBLE HEIGHT FOR MATERIALS WHEN NEEDED.)

SOLE SOURCE FROM LOCAL VENDORS.

User: 017BE
Total line items: 1

Sale subtotal:	0.00
Tax:	0.00
Total:	0.00

FLEETCO
TRUCK BODIES • LIFTGATES • CRANES

685 Broad Street Pensacola, FL 32534 850-477-7645 Fax 850-478-6891
Email – mikeg@fleetco-specialty.com
Web Site – www.fleetco-specialty.com

April 2, 2018

Quote #04022018MG1

West Florida Public Library
John Shelton
850-436-5033
jdshelton@muwfpl.com

The following is our quote to install Adrian Steel equipment in a 2018 Ford Transit cargo van with mid roof.

1) S1M2HC2PM swing door partition with perforated panels on center and curb side, installed with WKC1FDTM wing kit.

$890.95

The following fits the Ford Transit van with high roof.

1) S1M2HC2PM swing door partition as described above except with high roof.

$895.55

Please allow 2-3 weeks delivery on stock order and 1 day in our shop per vehicle for installation. 50% non-refundable deposit required to order. Balance due upon installation.

Submitted by Mike Gibbons 04/02/2018

This quote is valid for 30 days.

ONE FOR COURIER VAN
ONE FOR BOOKMOBILE VAN

895.55
+ 2
$1,791.10

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13966 **County Administrator's Report 11. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Purchase of Three Chevy Colorado Extended Cab WT 4WD Pick-Up Trucks
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for Three Chevy Colorado Extended Cab WT 4WD Pick-Up Trucks - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of three Chevy Colorado Extended Cab WT 4WD pick-up trucks:

A. Authorize the County to utilize the National Joint Powers Alliance Contract (2018-120716-NAF), 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 three Chevy Colorado Extended Cab WT 4WD pick-up trucks, for the Public Safety Department of Escambia County, Florida, to Alan Jay Chevrolet-Cadillac, Inc., in the amount of $79,413, according to the specifications outlined in Specification Number VE 17-18.011.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County web site for 30 days. No responses were received.

[Funding: Fund 352, LOST; Cost Center 330435, Public Safety Cap Project; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contract, Federal Schedules, or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the state purchase price, specification for VE 17-18.011, Public Safety Chevy Colorado Extended Cat WT 4WD was posted beginning February 21, 2018, for a period of thirty days. No bids were received.

BUDGETARY IMPACT:

Fund 352, LOST; Cost Center 330435, Public Safety Cap Project; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation

Original Quote

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: Three (3) ea.

Base Description: **VE 17-18.011**

Year: 2018

Model: Chevy Colorado Extended Cab WT – 4WD

Color: Manufacturer's standard color

Equipment: To be equipped per specifications.

Warranty: 3-year/36,000-mile Bumper-to-Bumper, 5-year/60,000-mile roadside assist, 5-year/60,000-mile powertrain

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

30 days

Maximum Budgeted Purchase Amount:

$26,471.00 ea.

3 vehicles = $79,413.00

Specification Number VE 17-18.011– Escambia County Public Safety Vehicle Purchase
2018 Chevy Colorado Extended Cab WT – 4WD

Posting Date	February 21, 2018
Due Date for Offers	March 23, 2018
Depart. Contact	Dave Greenwood 850-916-5232 or Tamika Williams 850-471-6425
Fleet Maint.	Dennis Rigby – Fleet Maintenance

VE 17-18.011 – Escambia County Public Safety Vehicle Purchase 2018 Chevy Colorado Extended Cab WT – 4WD

Offers for the sale of vehicles meeting the specifications for VE 17-18.011 Escambia County Public Safety Vehicle Purchase as listed will be accepted until **5:00 PM CST on March 23, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Jeff Lovingood, Purchasing Specialist
2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.011 Public Safety Department Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

ALAN JAY FLEET SALES

NJPA National Joint Powers Alliance®

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT		WWW.ALANJAY.COM	**12561-2**
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		**Mailing Address**	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
10/20/2017

QUICK QUOTE SHEET

REVISED QUOTE DATE
2/20/2018

REQUESTING AGENCY **ESCAMBIA COUNTY BOCC**
CONTACT PERSON **DAVE GREENWOOD** **EMAIL** DEGREENWOOD@MYESCAMBIA.COM
PHONE **850-916-5232** MOBILE **850-554-4302** FAX

NATIONAL JOINT POWERS ALLIANCE CONTRACT # 2018-120716-NAF **www.NationalAutoFleetGroup.com**

MODEL 12M53 **MSRP** $28,500.00

2018 CHEVY COLORADO EXTENDED CAB WT - 4WD

CUSTOMER ID **NJPA PRICE** $25,397.00

BED LENGTH 6'

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ H2Q	EXTERIOR COLOR SUMMIT WHITE WITH DARK ASH - JET BLACK ACCENTS VINYL TRIM INTERIOR (40/20/40 split-bench, 3 passenger, driver and front passenger manual recline with outboard head restraints and center fold-down armrest with storage)	$0.00
LCV MYB	2.5L I4 ENGINE WITH 6-SPD AUTO TRANS	$0.00
8S3	FACTORY BACK UP ALARM	$119.00
CGN	FACTORY ORDERED SPRAY ON BED LINER	$470.00
PCN	WT CONVENIENCE PACKAGE WITH REMOTE KEYLESS, CRUISE CONTROL, THEFT DETERRENT SYSTEM, AND EZ LIFT-LOWER TAILGATE	$485.00
	FACTORY OPTIONS	**$1,074.00**

CONTRACT OPTIONS	DESCRIPTION	
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$0.00**

TRADE IN **TOTAL COST** **$26,471.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$26,471.00**

Estimated Monthly payments for 60 months paid in advance: $485.88
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

I. Purpose

To establish a procedure for meeting the provisions for local preference in the purchase of vehicles and equipment in the execution of planned purchases from State Term Contracts, Federal Schedules or other Purchasing Cooperative Contracts.

II. Scope

This procedure will apply to all vehicle or equipment purchases in cases where local suppliers exist.

III. Local Preference Policy

On September 16, 2013 the Board of County Commissioners enacted an ordinance of Escambia County Code of Ordinance 2013-43, Chapter 46, Article II, Section 110 providing for a local preference in the sealed bid process and established a policy for posting pending purchases of vehicles and equipment for a period of 30 days to allow local vendors to submit offers meeting or beating the posted purchase price.

IV. Definitions:

"Local business" defined: "Local business." For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

V. Certification.

Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein.

The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

VI. Posting of Pending Vehicle and Equipment Purchases

In compliance with the Local Preference initiative adopted on September 16, 2013, the Purchasing Manager will post information regarding pending purchases of vehicles and equipment for County departments including make, model, specifications and purchase price. Posted purchases will be delayed for a period of 30 days to allow for submission of offers from local vendors meeting or beating the posted purchase price.

Postings will be available at the Escambia County Home Page at:
https://myescambia.com/our-services/purchasing/pending-vehicle-and-equipment-purchases

VII. Offers for Posted Vehicle and Equipment Purchases from Local Vendors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd Floor, Room 11.101
Matt Langley Bell, III Bldg.
213 Palafox Place, Pensacola, Florida 32502
and clearly marked with the Specification Number and the name of the offeror.

Acceptable offers from vendors meeting the criteria for Local vendors as specified in Escambia County Code of Ordinance 2013-43, Chapter 46, Article II, Section 110, must meet the specifications of the vehicle or equipment and must not exceed the posted purchase price.

The Office of Purchasing shall evaluate the lowest acceptable offer against the contract price. In all cases where the local vendor has provided an acceptable offer equal to or lower than the posted contract price, the vehicle or equipment shall be purchased from the local vendor in compliance with policies and procedure of Escambia County Purchasing Department and Escambia County Code of Ordinance, Chapter 46, Purchases and Contracts.

After the 30 day posting period is complete and if it is determined that the posted contract price is the lowest price offer available, the purchase of the vehicle or equipment shall be completed in accordance with Policies and Procedures of the Purchasing Department and Escambia County Code of Ordinances, Chapter 46, Purchases and Contracts based on State Term Contracts, Federal Schedules or other Purchasing Cooperative Contracts. Postings will be removed after the 30 day period.

VIII. Waiver of the application of local preference.

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

ALAN JAY FLEET SALES

NJPA National Joint Powers Alliance®

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT		WWW.ALANJAY.COM	**12561-2**
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		**Mailing Address**	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
10/20/2017

QUICK QUOTE SHEET

REVISED QUOTE DATE
2/20/2018

REQUESTING AGENCY **ESCAMBIA COUNTY BOCC**
CONTACT PERSON **DAVE GREENWOOD** **EMAIL** DEGREENWOOD@MYESCAMBIA.COM
PHONE **850-916-5232** MOBILE **850-554-4302** FAX

NATIONAL JOINT POWERS ALLIANCE CONTRACT # 2018-120716-NAF **www.NationalAutoFleetGroup.com**

MODEL 12M53 **MSRP** $28,500.00

2018 CHEVY COLORADO EXTENDED CAB WT - 4WD

CUSTOMER ID **NJPA PRICE** $25,397.00

BED LENGTH 6'

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

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LCV MYB	2.5L I4 ENGINE WITH 6-SPD AUTO TRANS	$0.00
8S3	FACTORY BACK UP ALARM	$119.00
CGN	FACTORY ORDERED SPRAY ON BED LINER	$470.00
PCN	WT CONVENIENCE PACKAGE WITH REMOTE KEYLESS, CRUISE CONTROL, THEFT DETERRENT SYSTEM, AND EZ LIFT-LOWER TAILGATE	$485.00
	FACTORY OPTIONS	**$1,074.00**

CONTRACT OPTIONS	DESCRIPTION	
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EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$0.00**

TRADE IN **TOTAL COST** **$26,471.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$26,471.00**

Estimated Monthly payments for 60 months paid in advance: $485.88
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14024 **County Administrator's Report 11. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Local Agency Program (LAP) Agreement for Escambia County Ferry Landing at Quietwater Beach
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Agreement for the Design of the Escambia County Ferry Landing at Quietwater Beach Phase II (including Phase III) - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program Agreement for the Design of the Escambia County Ferry Landing at Quietwater Beach Phase II (including Phase III):

A. Approve the State of Florida Department of Transportation (FDOT) Local Agency Program Agreement for the Design of the Escambia County Ferry Landing at Quietwater Beach Phase II; and

B. Adopt the Resolution authorizing the Chairman to sign the Local Agency Program Agreement.

[Funding: Phase II will be funded by the Federal Highway Administration (FHWA) Eastern Federal Lands - Federal Lands Access Program (FLAP) - FDOT will reimburse Escambia County up to $231,500 for design of Phase II. The required Local Match for the overall FLAP Grant is provided by Florida State Toll Revenue Credits]

BACKGROUND:

Phase II of the National Parks Service (NPS) Pensacola Bay Ferry Passenger Service for Quietwater Beach will include the development of design plans, bid documents, and specifications for Phase II at the Quietwater Beach Project. Included in the design will be the widening of the existing walking surface to an overall width of 16 feet (currently 8-9 feet), installation of a composite decking and grate system, and edge protection for safety. Lighting improvements for improved pedestrian safety will also be evaluated during design, and the project will include the design of a shade shelter for the purposes of providing protection of passengers in the queuing area. **The shade shelter was the only portion included in the original master plan for Phase III, so it has been incorporated into Phase II.**

Phase II improvements are intended to be completed prior to the 2019 ferry season, which begins in Spring 2019.

Phase II is being funded by the FHWA Federal Land Access Program (FLAP). Escambia County was successful in receiving $1M in FLAP funds for design ($231,500) and construction of Phase II ($768,500). Once design is complete, a LAP Agreement will be considered for the construction phase for Phase II.

Phase I (ferry dock pier extension, ADA and access upgrades, and ticket booth) is currently under construction, and is anticipated to be complete by mid-May 2018.

BUDGETARY IMPACT:

FDOT will reimburse Escambia County up to $231,500 for Design of Phase II. This amount includes Federal-aid funds, which are limited to the actual amount of Federal-aid participation. The required Local Match for the overall FLAP grant is provided by Florida State Toll Revenue Credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

The LAP Agreement and Resolution were reviewed and approved for legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of the LAP Agreement and Resolution, staff will transmit the signed documents to FDOT for execution. Following execution, staff will begin the design solicitation process for Phase II.

Attachments

LAP Agreement
Resolution

FPN: 436511-3-38-01	FPN:	FPN:
Federal No (FAIN): FLAP 015 F	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: PLH	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:

County No:(48) Escambia Contract No:
Local Agency Vendor No: VF596000598154 Local Agency DUNS No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into on _____, between the State of Florida, Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated _____, a copy
(This date to be entered by DOT only)
of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design of the Escambia County Ferry Landing at Quietwater Beach Phase II., as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before December 31, 2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

A. The total cost of the Project is $ 231,500.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $231,500.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. **Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit

period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

    1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
    2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
    3. Wholly or partly suspend or terminate the federal award;
    4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
    5. Withhold further federal awards for the Project or program;
    6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor 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 in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☐ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Escambia County B.O.C.C.

By: _____

Name: Jeff Bergosh
Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Legal Review:

_____

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title:_____
Date: 4/18/18

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 436511-3-38-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: N/A

PROJECT DESCRIPTION: This project will include the development of design plans, bid documents, and specifications for Phase II at the Quietwater Beach Project. Included in the design will be the widening of the existing walking surface to an overall width of 16 feet (currently 8-9 ft), installing a composite decking and grate system, and edge protection for safety. Lighting improvements will also evaluated during design to improve pedestrian safety. The project will also include the design of a palapa style shade shelter for the purposes of providing protection for passengers in the queuing area.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be designed and constructed within the existing right of way. If right of way is needed, the agency shall notify the Department prior to commencement of any right-of-way activities. The Agency will be required to be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The Agency shall provide a copy of the 60%, 90% and final design plans for the Department's review and approval. The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifcations for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by .
b) Design to be completed by December 31, 2018 .
c) Right-of-Way requirements identified and provided to the Department by .
d) Right-of-Way to be certified by .
e) Construction contract to be let by .
f) Construction to be completed by .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 436511-3-38-01
Escambia County, B.O.C.C. P.O. Box 1591 Pensacola, FL. 32591	

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total PD&E Cost				
Design - 38 FY: 2018	$231,500.00	$0.00	$0.00	$231,500.00
FY: 2019	____	____	____	____
FY: 2020	____	____	____	____
Total Design Cost	$231,500.00			$231,500.00
Right-of-Way - 48 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Right-of-Way Cost				
Construction-58 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Construction Cost				
Construction Engineering and Inspection (CEI) - 68 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total CEI Cost				
Operations – 88 FY:	____	____	____	____
FY:	____	____	____	____
FY:	____	____	____	____
Total Operations Costs				
TOTAL COST OF THE PROJECT	$231,500.00	$0.00	$0.00	$231,500.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$231,500.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

RESOLUTION R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE ESCAMBIA COUNTY FERRY LANDING AT QUIETWATER BEACH PHASE II; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "Department") has agreed to fund, by way of a Local Agency Program (LAP) Agreement, FPN 436511-3-38-01, the cost to design the Escambia County Ferry Landing at Quietwater Beach Phase II (hereinafter referred to as "Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County") has met the eligibility requirements of the Department; and

WHEREAS, the estimated total Project cost is $231,500.00 (two hundred thirty-one thousand five hundred dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total Project cost will be borne by the County.

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

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

SECTION 2. That the Board hereby instructs its staff to coordinate and cooperate with the Department on this Project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2018.

BOARD OF COUNTY COMMISSIONERS
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: SACA
Date: 4/25/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12771 **County Administrator's Report 11. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Interlocal Agreement - West Cervantes Street / Mobile Highway Traffic Feasibility Study
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement between Escambia County, Florida, and the City of Pensacola Relating to the West Cervantes Street Corridor Traffic Feasibility Study - Joy Jones, P.E., Public Works Department Director

That the Board take 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:

A. Authorize 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. Authorize the Chairman to sign an Interlocal Agreement (ILA) 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.

[Funding: LOST IV - Public Works - $250,000]

BACKGROUND:

The Florida-Alabama Transportation Planning Organization (TPO) adopted the West Cervantes Street Corridor Management Plan (CMP) at its December 14, 2016, TPO Board Meeting, with both the Escambia County Commission and City of Pensacola Council further supporting the CMP and directing staff from both agencies to coordinate on the implementation of both short-term and long-term corridor improvements (see attached CMP).

The CMP details significant traffic and crash data collected from 2010 - 2015, which showed the annual average daily traffic (AADT) along the corridor averaged 17,250 vehicles in 2015, and experienced 457 crashes during that period. Of the 457 crashes, 4 resulted in fatality, 147 resulted in bodily injury, and 306 resulted in property damage only. Since, the collection of the CMP data, numerous other crashes have occurred, with 1 resulting in a fatality as recently as January 5, 2018.

County and City staff recommend split funding a traffic feasibility study for the corridor segment from Dominquez Street to A Street in efforts to expedite the process to implementing near-term and long-term safety and corridor enhancements. FDOT has indicated that a traffic feasibility study would be needed before any significant enhancements would be considered or implemented. The attached joint letter between the County and the City requests that FDOT program the study at its earliest possible fiscal year, especially since the funding will be provided locally. FDOT was unsuccessful in funding a traffic feasibility study in the current 5-Yr. Work Program, and can't assure that funding for such would occur in the upcoming 5-Yr. Work Program. If it were to be funded in the next 5-Yr. Work Program, it more than likely wouldn't be programmed until the 4th or 5th Yr. of such. So, County and City staff recommend funding the study with local dollars to expedite the production of the study.

FDOT has indicated that if the two agencies were to agree to funding the study locally and deposit the funding anticipated needed for the study prior to June 30, 2018 that the study could possibly begin in FDOT's next fiscal year (FY19), but if not, should begin the following fiscal year (FY20). With the study being locally funded, it could save 4-5+ years before FDOT could potentially fund, program, and begin the study.

FDOT estimates the traffic feasibility study at approximately $600,000. With the County's portion of the corridor limits being 4,250' or 36%, and the City's portion of the corridor limits being 7,600' or 64%, the County's allotment is anticipated to be $216,000 and the City's anticipated to be $384,000.

The Board, at its April 17, 2018 regular meeting, approved funding the County's portion of the traffic feasibility study, so the attached ILA details the terms and conditions between the County and City regarding such. Upon approval and execution by both agencies of the ILA, a Locally Funded Agreement (LFA) will

then be considered and executed between the County and FDOT detailing the obligations of each agency, when FDOT anticipates to program the study, when the monies are to be deposited to FDOT, etc.

BUDGETARY IMPACT:

Funding: LOST IV - Public Works - $250,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the ILA for Legal Sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon signature of the letter and approval of the ILA, County staff will coordinate with City staff, and begin the LFA process between the City and FDOT.

Attachments

Letter
Interlocal Agreement
West Cervantes Street CMP

May 10, 2018

Mr. Bryant Paulk, AICP
Florida Department of Transportation
6025 Old Bagdad Highway
Milton, Florida 32583

RE: West Cervantes Street / Mobile Highway – Traffic Feasibility Study

Dear Mr. Paulk,

The Escambia County Board of County Commissioners at its Thursday, May 3, 2018 regular meeting, and the City of Pensacola Council at its Thursday, May 10, 2018 regular meeting approved this letter requesting that the Florida Department of Transportation (FDOT) program a traffic feasibility study for the West Cervantes Street / Mobile Highway corridor from A Street to Dominguez Street in the FDOT 5 Year Work Program. The two agencies also agreed via Interlocal Agreement (attached herein) to locally fund the study in efforts to expedite production of such.

The Florida-Alabama Transportation Planning Organization (FL-AL TPO) approved a Corridor Management Plan (CMP) for SR10A (US90) West Cervantes Street/ Mobile Highway from North A Street to Dominguez Street in December 2016. The CMP details significant traffic and crash data that was collected during the time period of 2010 – 2015. The annual average daily traffic along the corridor was approx. 17,250 in 2015 (approx. 16,400 west of Pace Blvd. and approx. 18,100 east of Pace Blvd.) The corridor experienced 457 crashes during the time period of 2010 – 2015. Of the crashes, 4 were fatalities, 147 resulted in injury, and 306 caused property damage only. The 4 fatalities occurred at the intersections or 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 the dawn or dusk periods of the day. However, outside of the CMP collection time period, numerous other crashes have occurred since with 1 being a fatality as recent as January 5, 2018.

The Board and Council's request is that FDOT program a traffic feasibility study along the corridor as soon as possible understanding that FDOT will manage the study, but funded locally.

We appreciate all the support that the County and City receives from the Department and look forward to the Department's response.

Sincerely,

Commissioner Jeff Bergosh, Chairman
Escambia County Board of County Commissioners

Councilman Gerald Wingate, President
City of Pensacola City Council

c: Jack Brown, Escambia County Administrator
Joy Jones, P.E., Escambia County Public Works Department Director
Colby Brown, P.E., Deputy Director, Escambia County Public Works
David Forte, Division Manager, Escambia County Public Works
Clara Long, Escambia County CRA Manager
Eric Olson, City of Pensacola Administrator
Derrick Owens, P.E., City of Pensacola Public Works Director
Ryan Novota, P.E., City of Pensacola Traffic Engineer
Helen Gibson, City of Pensacola CRA Administrator
Leslie Statler, City of Pensacola Planning Staff
Michael Lewis, FDOT District 3 Safety Office

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA RELATING TO THE WEST CERVANTES STREET CORRIDOR TRAFFIC FEASIBILITY STUDY

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County and City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the City are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and, thereby, cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is primarily responsible for carrying out the cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, the TPO previously selected State Road 10A (US 90 / West Cervantes St), from North "A" Street to Dominguez Street as the subject for a Corridor Management Plan (CMP); and

WHEREAS, on December 14, 2016, the TPO formally adopted the West Cervantes CMP; and

WHEREAS, the West Cervantes CMP identified both short-term and long-term strategies and projects to improve traffic flow and safety for all modes of travel along the West Cervantes corridor based upon a process that included the analysis of existing and future safety and travel capacity needs along with local stakeholder review and recommendations; and

WHEREAS, the West Cervantes CMP also detailed significant traffic and crash data collected from 2010-2015; and

WHEREAS, in 2015, the average annual daily traffic count was 17,250 vehicles, and 457 traffic accidents occurred on the corridor, with four accidents resulting in a fatality, 147 accidents resulting in bodily injury, and 306 accidents resulting in property damage; and

WHEREAS, since the CMP was completed, many other accidents have occurred on the West Cervantes corridor, and as recently as January 5, 2018, another accident resulted in a fatality; and

WHEREAS, the County and City have adopted Resolutions in support of the TPO's West Cervantes CMP and directed staff to cooperatively implement the short-term and long-term corridor improvements; and

WHEREAS, the West Cervantes corridor lies within the jurisdictional boundaries of both

the City of Pensacola and Escambia County, with 4,250 feet or 36% of the corridor located within the unincorporated area of Escambia County and 7,600 feet or 64% of the corridor located within the City's jurisdiction; and

WHEREAS, the Florida Department of Transportation has estimated a traffic feasibility study for the West Cervantes corridor will cost a total of approximately $600,000.00; and

WHEREAS, the County and City have determined it is in the best interest of the citizens to enter into this Agreement whereby the parties shall contribute funding for the completion of a traffic feasibility study for the West Cervantes corridor with each party bearing a proportionate share of the cost based upon the percentage of linear footage located within each jurisdiction.

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

Section 1. Purpose of Agreement.

1.1 Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Purpose. Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties shall contribute funding for the completion of a traffic feasibility study for the West Cervantes corridor with each party bearing a proportionate share of the cost based upon the percentage of linear footage located within each jurisdiction.

Section 2. Responsibilities of Parties.

2.1 Subject to the terms and conditions set forth herein, the County agrees to contribute funding in the amount of $234,000.00, and the City agrees to contribute funding in the amount of $416,000.00 for the purpose of completing a traffic feasibility study for the West Cervantes/Mobile Highway corridor from "A" Street to Dominguez Street (hereinafter referred to as the "Project"). Said County and City contributions include an 8.3% contingency in the total amount of $50,000.00 in the event the actual cost for the Project exceeds the FDOT's estimated cost of $600,000.00.

2.2 It is expressly understood that this Agreement is subject to, and conditioned upon, the approval and execution of a Locally Funded Agreement (LFA) relating to the Project between the County and the Florida Department of Transportation (FDOT).

2.3 Within thirty (30) days of the execution of the LFA between the County and the FDOT, the City shall remit to the County the sum of $416,000.00. Within 15 days thereafter, the County shall remit the total sum of $650,000.00 to the FDOT for the funding of the Project.

2.4 Upon completion of the Project, any remaining residual funds shall be distributed between the County and City on a pro rata basis with 36% of the funds returned to the County and 64% of the funds returned to the City.

2.5 By separate agreement, the FDOT shall be responsible for initiating, administering, and concluding the public procurement process to retain said services, and the FDOT will serve as the contract administrator with the third-party provider.

2.6 This Agreement, after being properly executed by the parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. Escambia County shall be responsible for such filing.

Section 3. Miscellaneous Provisions.

3.1 Termination: This Agreement may be terminated by either party for cause or convenience upon providing thirty (30) days' written notice to the non-terminating party.

3.2 Liability: The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

3.3 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.4 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.5 All Prior Agreements Superseded:

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

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

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

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

3.8 Interpretation:

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

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

3.11 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, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

COUNTY	CITY
County Administrator	City Administrator
221 Palafox Place, Suite 420	City of Pensacola
Post Office Box 1591	Post Office Box 12910
Pensacola, FL 32597	Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

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

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC APPROVED: _____

By: _____
Deputy Clerk

(SEAL)

CITY:
CITY OF PENSACOLA, a Florida Municipal Corporation

By: _____
Ashton J. Hayward, III, Mayor

ATTEST:

Date: _____

By: _____
City Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/25/18

State Road 10A (US 90) West Cervantes Street/Mobile Highway Corridor Management Plan

From North A Street to Dominguez Street













Prepared for:

Florida-Alabama TPO
Transportation Planning Organization

West Florida Regional Planning Council
EST '64

Prepared by:

ATKINS

December 2016

RESOLUTION FL-AL 16-39

A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE STATE ROAD 10A (U.S. 90) WEST CERVANTES STREET/MOBILE HIGHWAY CORRIDOR MANAGEMENT PLAN

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the States of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO planning area; and

WHEREAS, the Florida-Alabama TPO Unified Planning Work Program (UPWP) includes tasks for development of a Corridor Management Plan (CMP) for each fiscal year; and

WHEREAS, the TPO selected State Road (SR) 10A (U.S. 90) West Cervantes Street/Mobile Highway, from North A Street to Dominguez Street for a CMP; and

WHEREAS, the TPO Long Range Transportation Plan (LRTP) includes $1,500,000 per year for implementation of projects identified in CMPs, which are plans for low cost strategies and projects to improve traffic flow and safety for all modes of travel along a corridor; and

WHEREAS, SR 10A (U.S. 90) West Cervantes Street/Mobile Highway CMP identifies strategies and projects to improve traffic flow and safety for all modes of travel along the corridor, based on a study process that included an analysis of existing and future safety and travel capacity needs, and local stakeholder review and recommendations;

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:

The TPO adopts the SR 10A (U.S. 90) West Cervantes Street/Mobile Highway CMP and endorses implementation of transportation strategies and projects identified in the plan.

Passed and duly adopted by the Florida-Alabama Transportation Planning Organization on this 14th day of December 2016.

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION STATE OF FLORIDA

FLORIDA- ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____
Grover C. Robinson, IV, Chairman

ATTEST: _____

AADT	Annual Average Daily Traffic
ADA	Americans with Disabilities Act
BOCC	Board of County Commissioners
CRA	Community Redevelopment Agency
FDOT	Florida Department of Transportation
HAWK	High-Intensity Activated Crosswalk
HCM	Highway Capacity Manual
LOS	Level of Service
ROW	Right of Way
RRFB	Rectangular Rapid Flash Beacon
TPO	Transportation Planning Organization
WFRPC	West Florida Regional Planning Council

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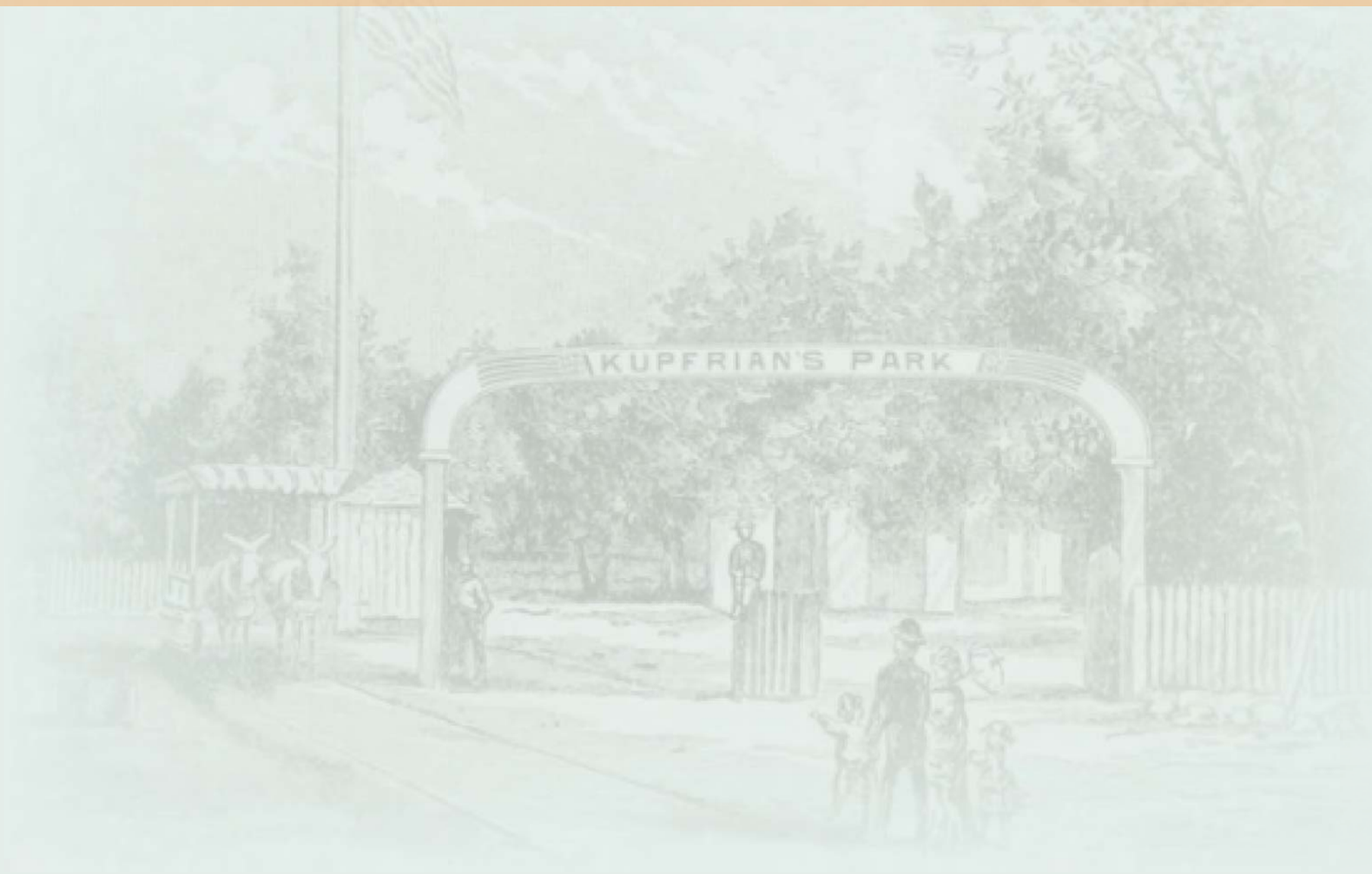
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Executive Summary



Executive Summary

In 2015, the Florida-Alabama Transportation Planning Organization (TPO) tasked Atkins with completing a corridor management plan for West Cervantes Street/Mobile Highway (SR10A/US90) located in Escambia County, Florida. Project limits were from North A Street to Dominguez Street. This study looked at numerous corridor characteristics including: traffic data, land use data, crash data, intersection geometries, bicycle and pedestrian facilities, transit amenities and facilities among others. By studying these various corridor conditions, the project team was able to design a robust corridor management plan that supports all modes of transportation.

As a result of analysis, on-site reviews and discussions with various corridor stakeholders, recommendations have been developed in order to help solve some of the corridors most pressing issues.

The primary recommendation is a wholesale reconfiguration of West Cervantes Street with the intent being twofold- create a more inviting environment for non-vehicular users of the corridor and to help spur revitalization and redevelopment of businesses along the corridor. These primary recommendations are more long-term in nature but they do contain improvements that could be accomplished incrementally in the short-term while building to the final product. Two different options were identified.

Option A: Rebalancing of West Cervantes Street. This option would include narrower lanes, medians, landscaping, pedestrian facilities and lighting. Option A would maintain four travel lanes.



Option 2: West Cervantes Street Lane Elimination. This option would eliminate one travel lane in each direction but would include left turn lanes at select intersections. This lane elimination would allow more space to create bicycle and pedestrian facilities and would allow for on-street parking in front of businesses which was a recurring comment during public outreach.



Short-term Recommendations

- Installation of street level and pedestrian level lighting throughout the length of the corridor
- Installation of mid-block crossings at five locations along the corridor
- Increase North-South sidewalk connectivity in the vicinity of I, H, and G Streets
- Increase East-West sidewalk connectivity in the NW quadrant of the study area in the vicinity of West Gonzales, West Brainerd, and West Lloyd Streets
- Enhance Landscaping throughout the corridor. Consider employing a street tree program.
- Add transit amenities such as shelters at high-ridership locations
- Strengthen the identity and character of the E Street intersection to create an emphasis for the West Moreno District paying particular attention to the existing open space on the NE corner of the intersection.

In addition to the primary and short-term recommendations, there are other recommendations that are planning and design oriented that could be accomplished through policy decisions and ongoing activities. These recommendations are related to the context of the area and potential opportunities and are discussed in more detail in the Urban Design Analysis and Framework Plan Section. They include:

- Embrace the numerous parks, cemeteries, and open space
- Implement gateway features that serve as a statement at the limits of the corridor's various districts
- Seek to identify mechanisms to activate parcels for reuse to help spur redevelopment and revitalization

It is the intent of this corridor management plan to serve as a beneficial tool to all corridor stakeholders including the City of Pensacola, Escambia County, the Florida Department of Transportation (FDOT), as well as residents and business owners living along and within the vicinity of the West Cervantes Street corridor. These improvements will be accomplished though coordination of local policies and initiatives with state and federal funding contributions combined with private investment.





Introduction

Introduction

Project Purpose and Focus

The West Cervantes Street corridor is a vital artery for the Westside neighborhoods. Corridor improvements can greatly enhance the character and development potential of the corridor if it is made inviting to the public and businesses. The purpose of this corridor management plan is to identify projects that will improve the safe movement of all modes of travel including vehicular traffic, bicyclists and pedestrians, as well as public transportation along the corridor. While some of the recommended improvements are operational in nature, others focus on land use and urban planning principles and policies. Key goals of the study include:

- Focus on Multimodal Improvements
- Enhance Walkability
- Improve the Key Corridor Gateways (A Street, E Street, and Pace Boulevard)
- Improve North-South Connectivity
- Improve Workforce Through Corridor Commercial Revitalization

At the outset of the study, the project team held a kick-off meeting inviting Transportation Planning Organization (TPO) staff, Escambia County Staff, City of Pensacola staff, Community Redevelopment Agency (CRA) staff from both the City of Pensacola and Escambia County, Board of County Commissioner (BOCC) representatives, as well as FDOT. The purpose of the meeting was to identify potential areas of concern, discuss the previous history of the corridor, and to identify overarching goals for the project and what the project needed to address. From this initial brainstorming session, numerous ideas and issues were identified and discussed including:

- Pedestrian safety
- Beautification of the corridor
- Need for lighting
- Need for a diversity of land uses and businesses
- Perception of safety
- Need for enhanced transit facilities and amenities
- Streetscape enhancements to attract businesses
- Proliferation of vacant lots- provide for numerous redevelopment opportunities
- Need for street trees
- Need for parallel parking

These initial ideas and issues helped to guide the project team through the duration of the project and serve as the basis for the recommendations contained in the plan.

"The Cervantes corridor is a critical component in Westside redevelopment..."

Study Area and Corridor Description

The West Cervantes Street corridor is an east-west roadway located in Escambia County, Florida. The majority of the corridor is within the City of Pensacola city limits while a smaller portion (west of the vicinity of W Street) is in Escambia County. West Cervantes Street is functionally classified as an principal arterial and is approximately 2.3 miles long. The corridor study area is shown in Figure 1.



Figure 1
Study Area

Previous and On-going Studies

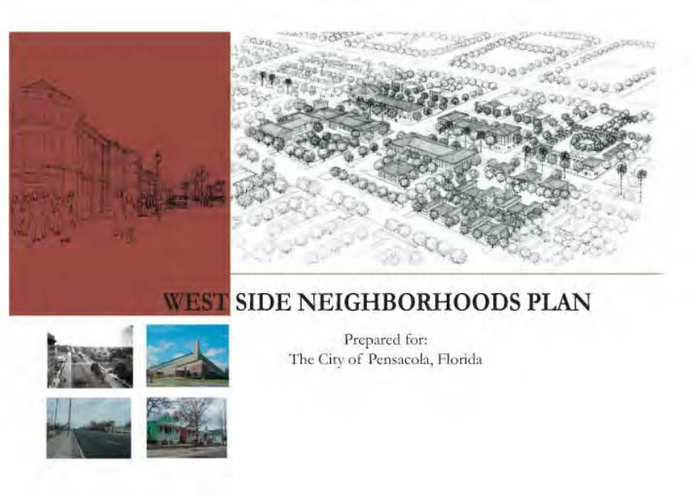
Planning studies focusing on downtown Pensacola and its surrounding areas include a wide variety of intensive studies of downtown urban form, economic development, urban design and design criteria, and planning and engineering design documents. The creation of Community Redevelopment Area (CRA) plans has provided the mechanisms for redevelopment programs as well as funding for them. Recent plans initiated and developed for the West Cervantes Street corridor are listed here.

Brownsville Redevelopment Plan, 2004

The Brownsville Redevelopment Plan was an update to the plan completed in 1997 to determine specific redevelop needs to be addressed within the short term. Some of the key highlights of the plan include the recognition of Allie Yniestra Elementary School as an important institutional anchor in the area, the need for outreach to the growing Asian community and the increase in Asian-owned businesses along the Mobile Highway commercial corridor, the need for public parking along commercial corridors, and the need for community facilities and programs to serve youth as well as the significant elderly population in order to attract young families to purchase homes in the area and to help prevent youth from becoming involved in criminal activities.

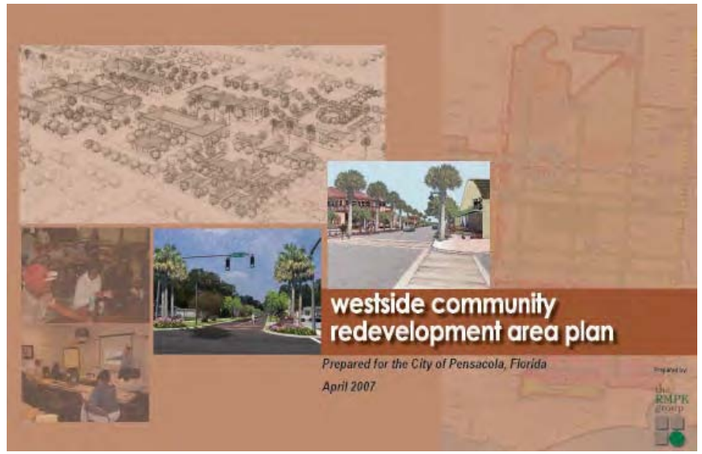
Westside Neighborhoods Plan, 2005

The West Side Neighborhoods Plan was to assess current physical and economic conditions, identify assets, issues and concerns, provide recommendations to achieve long term economic goals and to devise implementation strategies and capital projects related to the development proposal. The study area for this plan was between Pace Boulevard and A Street.



Westside Community Redevelopment Area Plan, 2007

This plan represents the synthesis of a series of planning efforts conducted by the City of Pensacola, to facilitate positive transformation, preservation, and revitalization of the neighborhoods in the south-western section of the City.



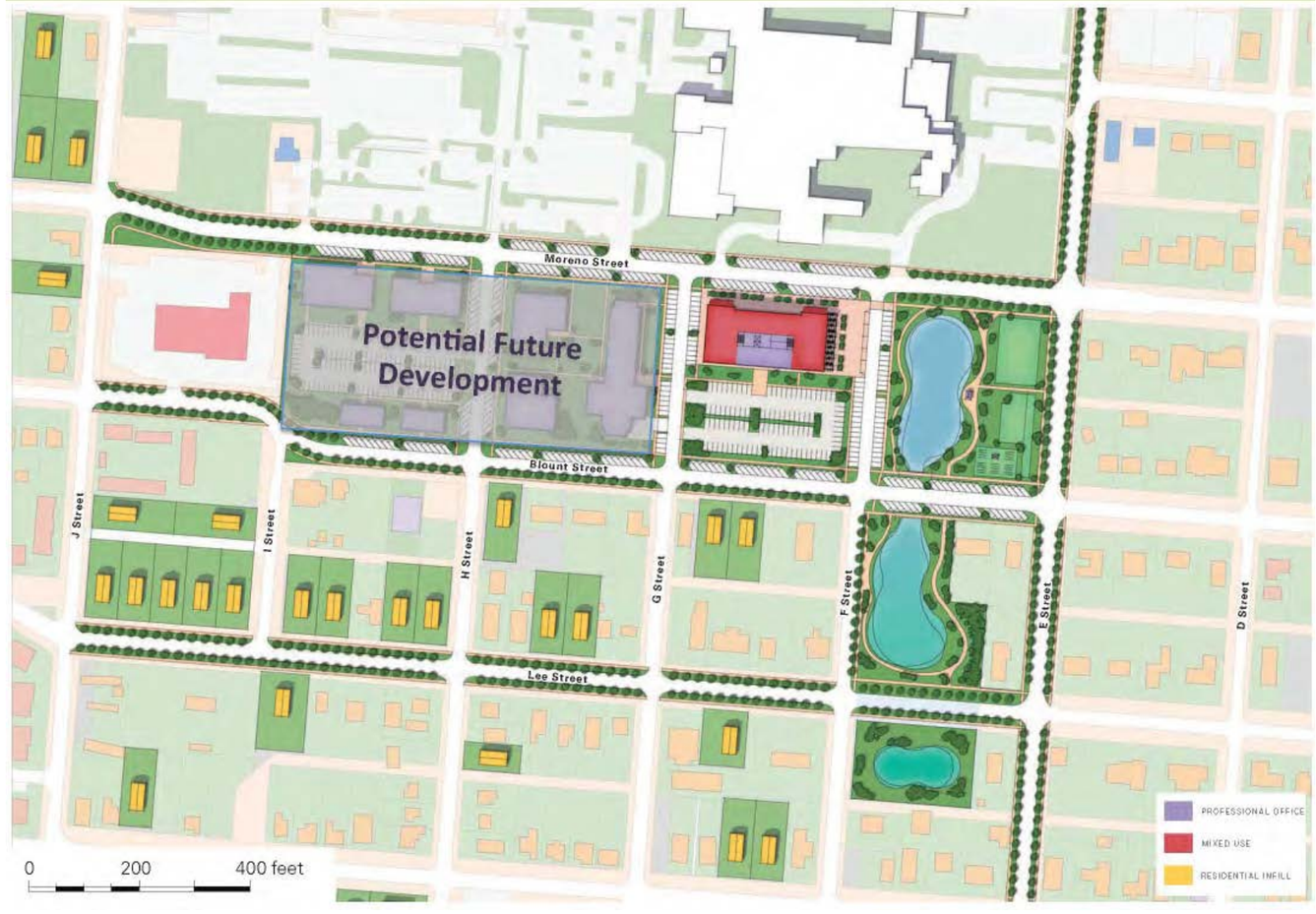
Urban Infill and Redevelopment Area Plan

The Urban Infill and Redevelopment Area (UIRA) Plan, in fact, refines and provides specific implementation strategies and mechanisms for many of the neighborhood based goals developed by the Front Porch Neighborhood Action Plan. Four neighborhood preservation and revitalization issues from the Front Porch Neighborhood Action Plan were identified as priorities for implementation in the area. They include encouragement of homeownership, renovation of existing structures, crime and drug elimination, lot maintenance and beautification.

West Moreno District Plan (Ongoing)

"The vision of the West Moreno Plan is that the West Moreno district will be the next great Pensacola district, characterized by a world-renowned hospital anchor, diverse living options, a broad mix of retail services and amenities, and an active and accessible public realm that invites pedestrian activity. It will be a catalyst for the resurgence of Pensacola's Westside, and emblematic of the culture of historically African-American neighborhoods. Its guiding principles are to create a safe, walkable neighborhood, a great place to work, present everyday conveniences, offer a diversity of living options, and for the West Moreno District to be a distinct and vibrant neighborhood." *(Source: West Moreno District Design and Implementation Strategy)*

Illustrative Master Plan



Public Involvement



Public Involvement

Public involvement and input was a crucial component of the West Cervantes Corridor Management Plan. Elected officials, stakeholders, and citizens and business owners within the study area were engaged during the study process to produce consensual recommendations and build a unified report that the community could stand behind. The project team made every effort to solicit feedback and comment throughout the study process. The key events in the public involvement process were the two public workshops held. These workshops served as a mechanism for understanding the public's concerns and vision for the corridor.

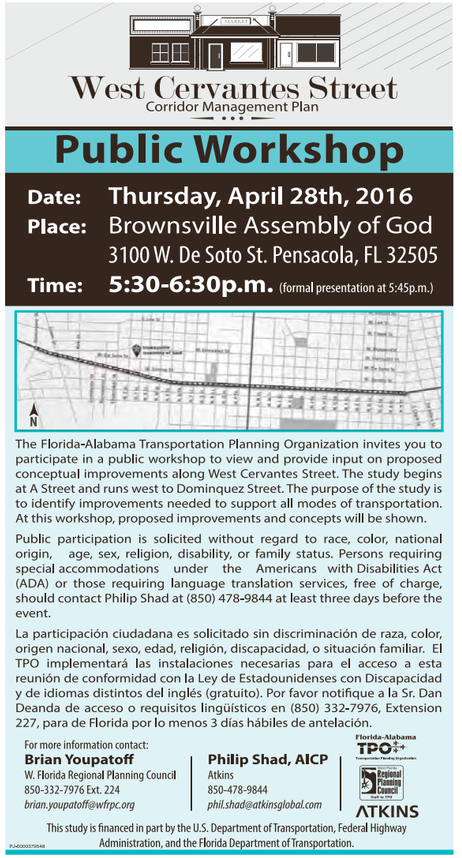
Flyers were mailed to current residents as well as property owners within 300' of the corridor. Additionally, advertisements were placed in the Pensacola News Journal and various social media platforms.











Public Workshop 1 – December 2015

The initial opportunity for public involvement occurred on December 8, 2015, during the first public workshop held at the Brownsville Assembly of God. The purpose of this workshop was to inform the public of the details of the project and to receive initial thoughts and concerns by interested stakeholders. A presentation was given detailing the background of the project as well as data that had been collected to-date. Two activity boards were set up for attendees to participate in to identify general ideas about what the current issues are and what they would like to see happen on the corridor. One board allowed for participants to place stickers on improvement categories that were important to them. The other board was a Strengths, Weaknesses, Opportunities, Threats (SWOT) board which participants could write directly on. The SWOT analysis is summarized below.



Summary of S.W.O.T. Analysis from Public Workshop 1

Strengths

- Potential for urban revitalization
- Community awareness
- Vacant retail spaces
- Key corridor
- High population density

Weaknesses

- Lack of lighting
- Vacant retail spaces
- Pedestrian dangers

Opportunities

- More retail stores
- Area beautification
- Gateways
- Wider sidewalks
- Parking lanes
- Commercial revitalization

Threats

- Sporadic non-desirable land uses
- Vehicle speeds
- Lack of lighting

Public Workshop 2 – April 2016

The second opportunity for public involvement occurred on April 28, 2016, also at the Brownsville Assembly of God. This workshop presented results from feedback received at the initial public workshop and presented design concepts and recommendations for the corridor. The design concepts presented were developed using feedback received throughout the project duration.

"Great need for on-street parking"







"Narrow Cervantes, widen the sidewalks, and make it a complete street"

Table 1. Public Involvement Timeline

Date	Event	Locations
8/28/2015	Meeting with Commissioner May	Escambia County Board of County Commissioners
9/1/2015	Kick-Off Meeting	West Florida Regional Planning Council (WFRPC)
12/8/2015	Public Workshop 1	Brownsville Assembly of God
4/28/2015	Public Workshop 2	Brownsville Assembly of God





Corridor Conditions and Characteristics



Corridor Conditions and Characteristics

Existing Land Use

Existing land uses within the study consist primarily of commercial and residential uses. Commercial uses are present along the major arterials including Cervantes Street, Pace Boulevard and W Street with residential land uses in the surrounding neighborhoods. Within the residential and commercial land uses are numerous institutional and public uses including numerous churches and cemeteries. Figure 2 illustrates the generalized land uses for the study area.

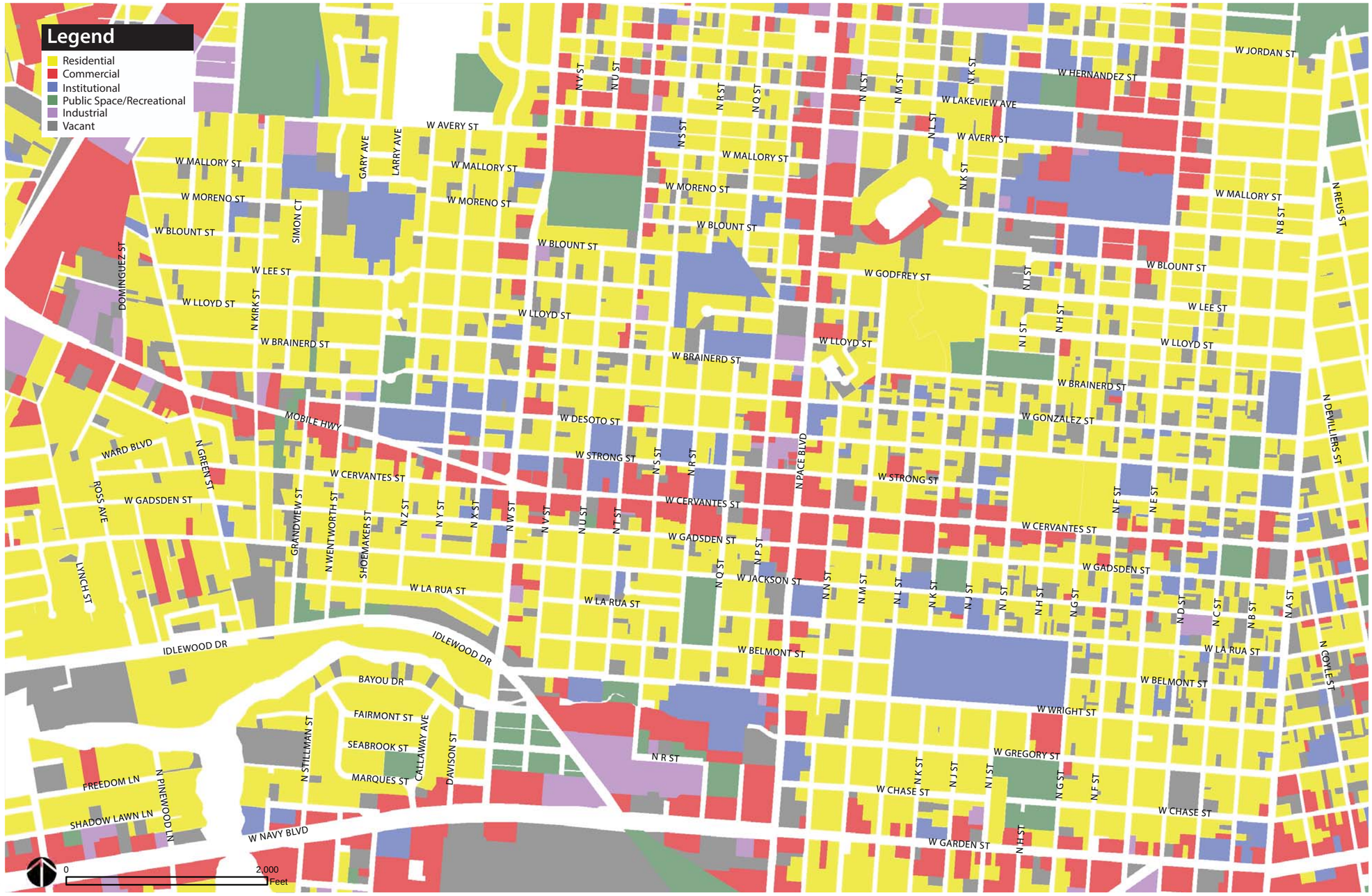


Figure 2
Existing
Land Use

Land use Mix

Land uses along the West Cervantes corridor represent a mix of residential, commercial, institutional, and open space land uses. Towards the extreme western portion of the corridor, limited industrial land uses are present.

Residential

Residential land uses make up the majority of uses adjacent to the corridor. The residential neighborhoods exhibit a strong street grid network with a large inventory of historic homes. New, single family homes have also been constructed within the surrounding neighborhoods as well as some new, multifamily units.









Commercial

Commercial land uses along the corridor include gas stations, retail shops, restaurants, auto repair facilities and motels. There is a mix of newer as well as older, mid 20th century and prior buildings. While most newer commercial establishments have off-street parking, many of the older businesses utilized on-street parking which has been removed when West Cervantes Street was widened.









Institutional

There are numerous institutional land uses within the study area including numerous religious institutions as well as school, non-profits, and health facilities.









Parks and Open Space

A number of parks are within close proximity to the corridor including Allen Park, Raymond Littles Athletic Park, Legion Field, Morris Count Park, Terry Wayne East Park, Fricker Resource Center and Victory Park. There are also a number of cemeteries including St. Johns Cemetery, Temple Beth-El Cemetery, and St. Joseph's Catholic Cemetery. Baptist Hospital is also a major presence in the area.



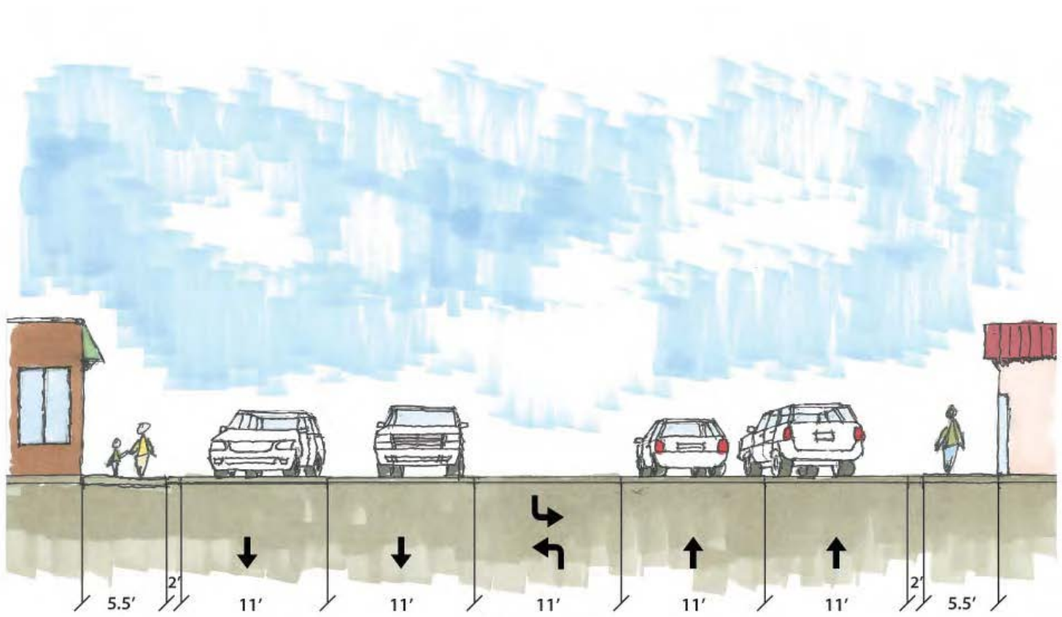




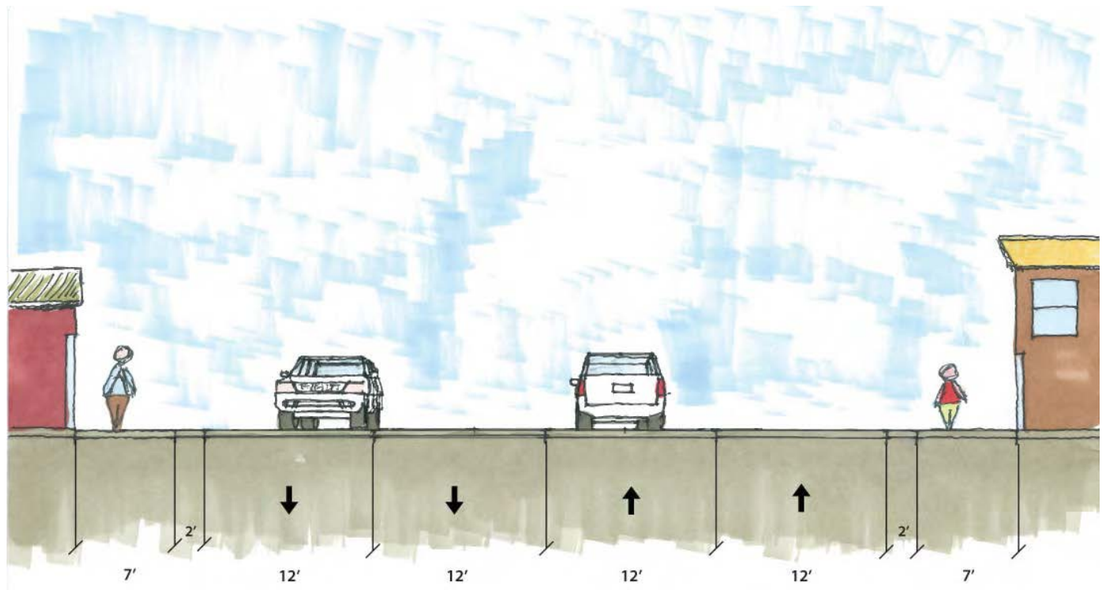


Existing Right of Way and Typical Roadway Sections

West Cervantes Street currently consists of a four lane roadway with a continuous two way left turn lane on the study segment east of Pace Boulevard and an undivided four lane section west of Pace Boulevard. Typical right of way widths along the study segment are 70' east of Pace Boulevard and 66' west of Pace Boulevard.



Existing Typical Section - East of Pace Boulevard



Existing Typical Section - West of Pace Boulevard

Traffic and Crash Analysis



Traffic and Crash Analysis

Existing Traffic Characteristics

Existing Annual Average Daily Traffic (AADT) volumes along West Cervantes Street were evaluated using the two FDOT count stations located within the study area. The count stations are located on the east and west side of the Pace Boulevard intersection. Additionally, 8-hour turning movement counts (TMC) were taken at the intersection of A Street, E Street and Pace Boulevard. Figure 3 illustrates traffic data collection locations.

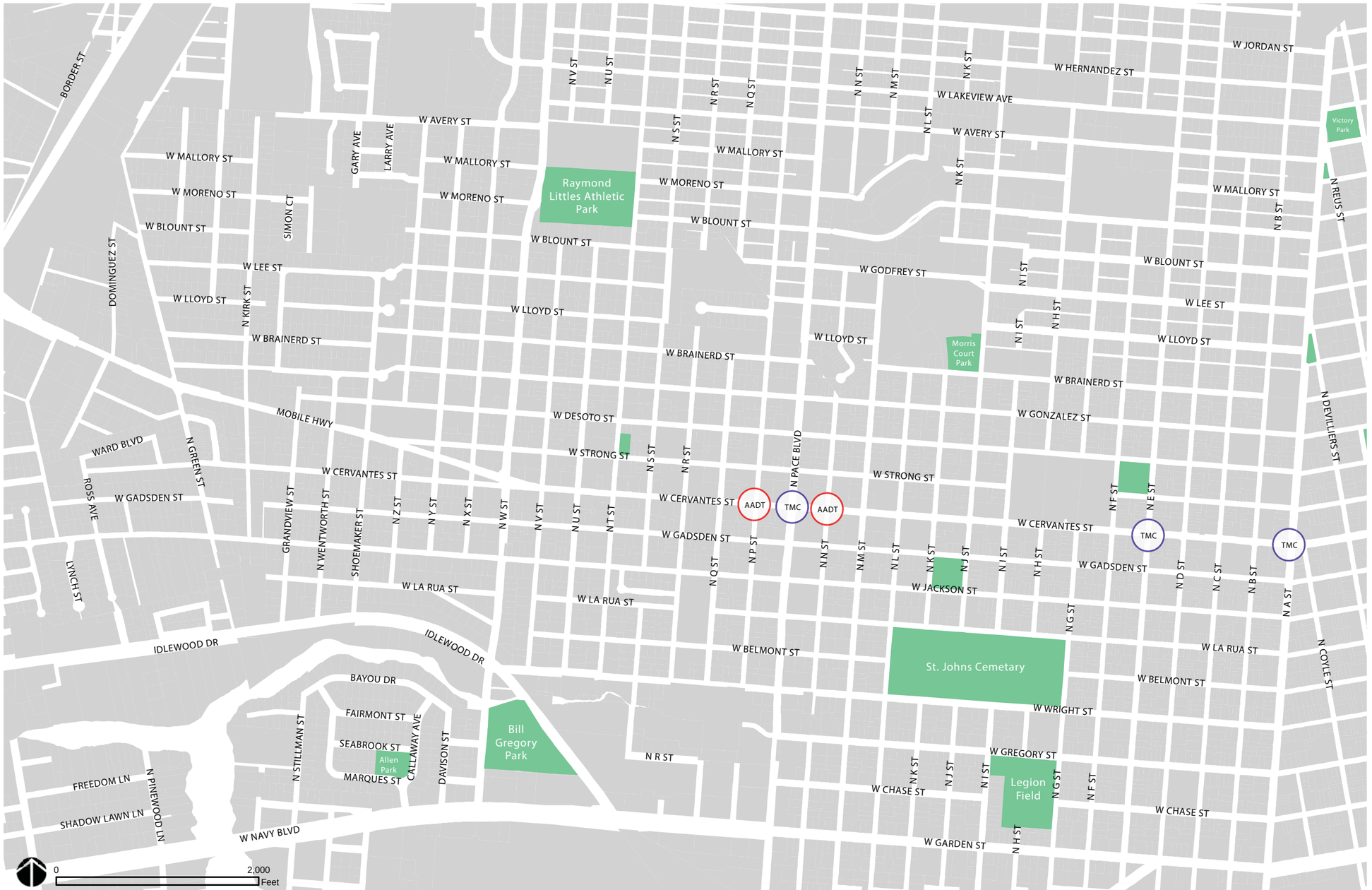
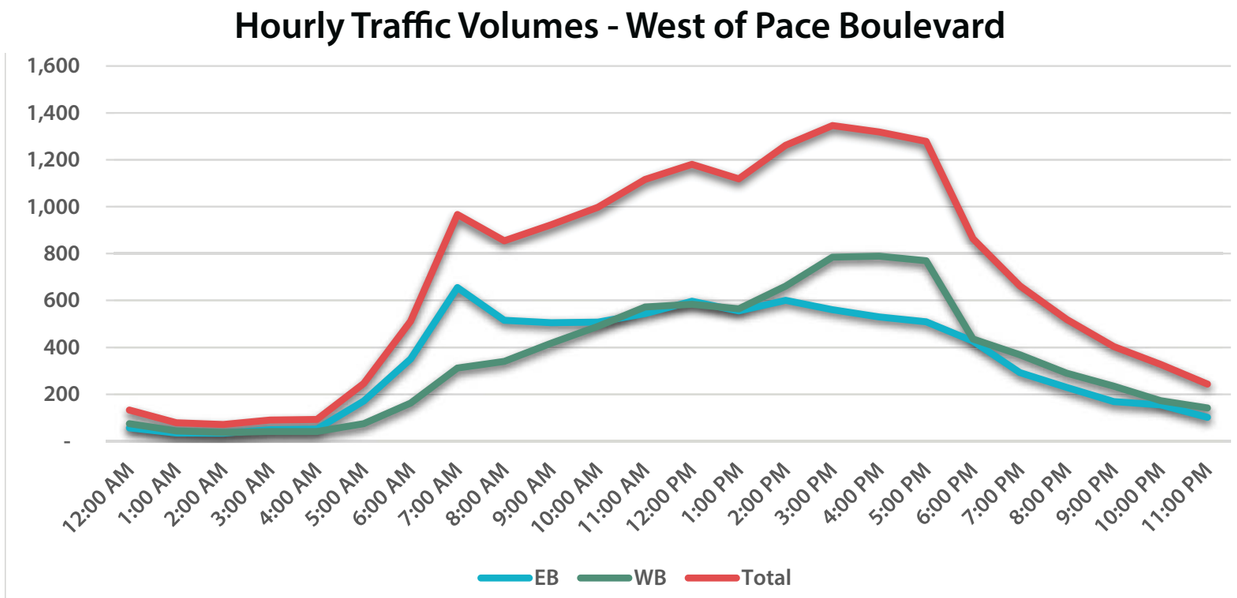
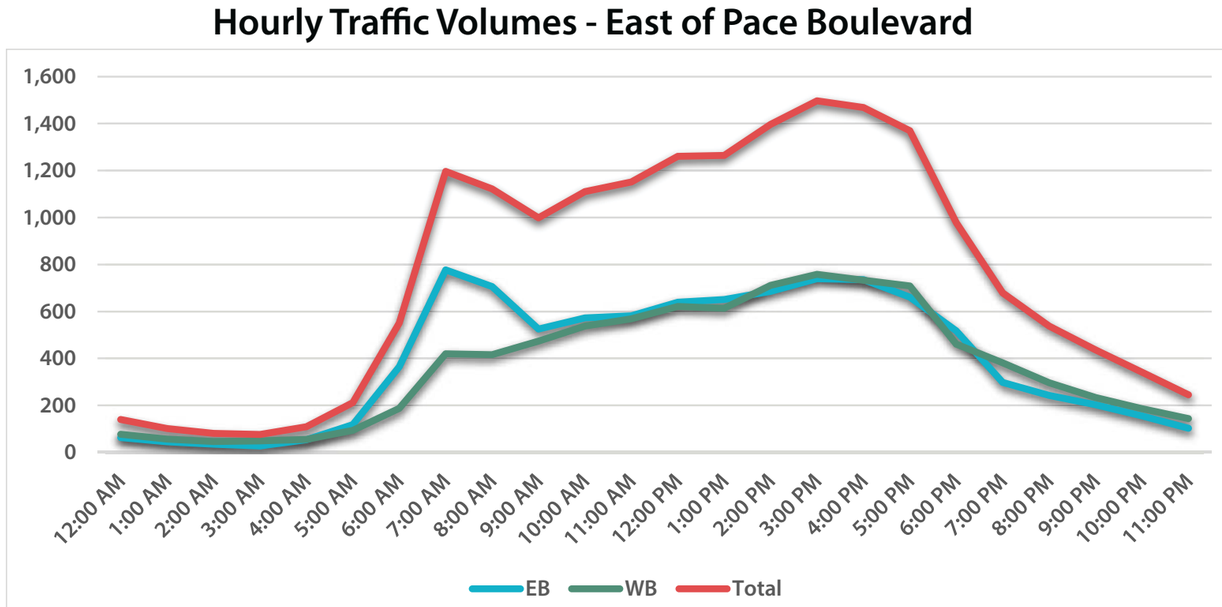


Figure 3 Traffic Data Collection Locations

Hourly traffic volumes for the two FDOT count stations are shown in the graphs below.



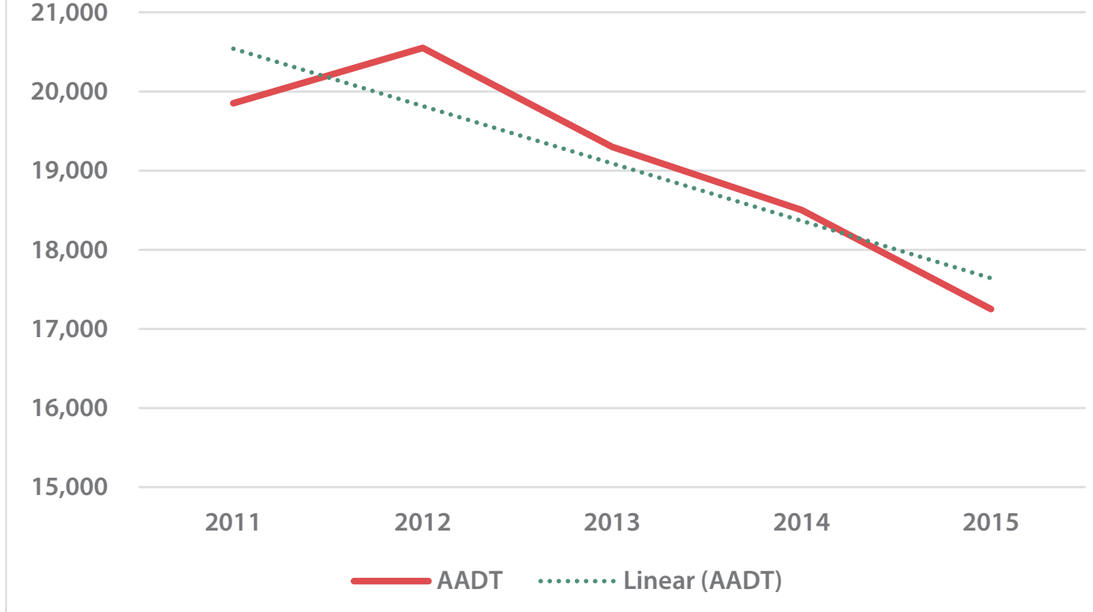


Historical Traffic Volumes

Historic traffic count data from the FDOT count stations were examined using AADT counts as reported by FDOT. The traffic data signified an overall downward trend in traffic volumes by an average of 16% percent from 2011-2015. Historic traffic counts are summarized in Table 2.

Table 2. FDOT Historic Traffic Count Data by Year

Station Number	2011	2012	2013	2014	2015	% Change
West of Pace Boulevard (485043)	19,500	19,600	18,800	18,100	16,400	-19%
East of Pace Boulevard (485013)	20,200	21,500	19,800	18,900	18,100	-12%
Average	19,850	20,550	19,300	18,500	17,250	-16%



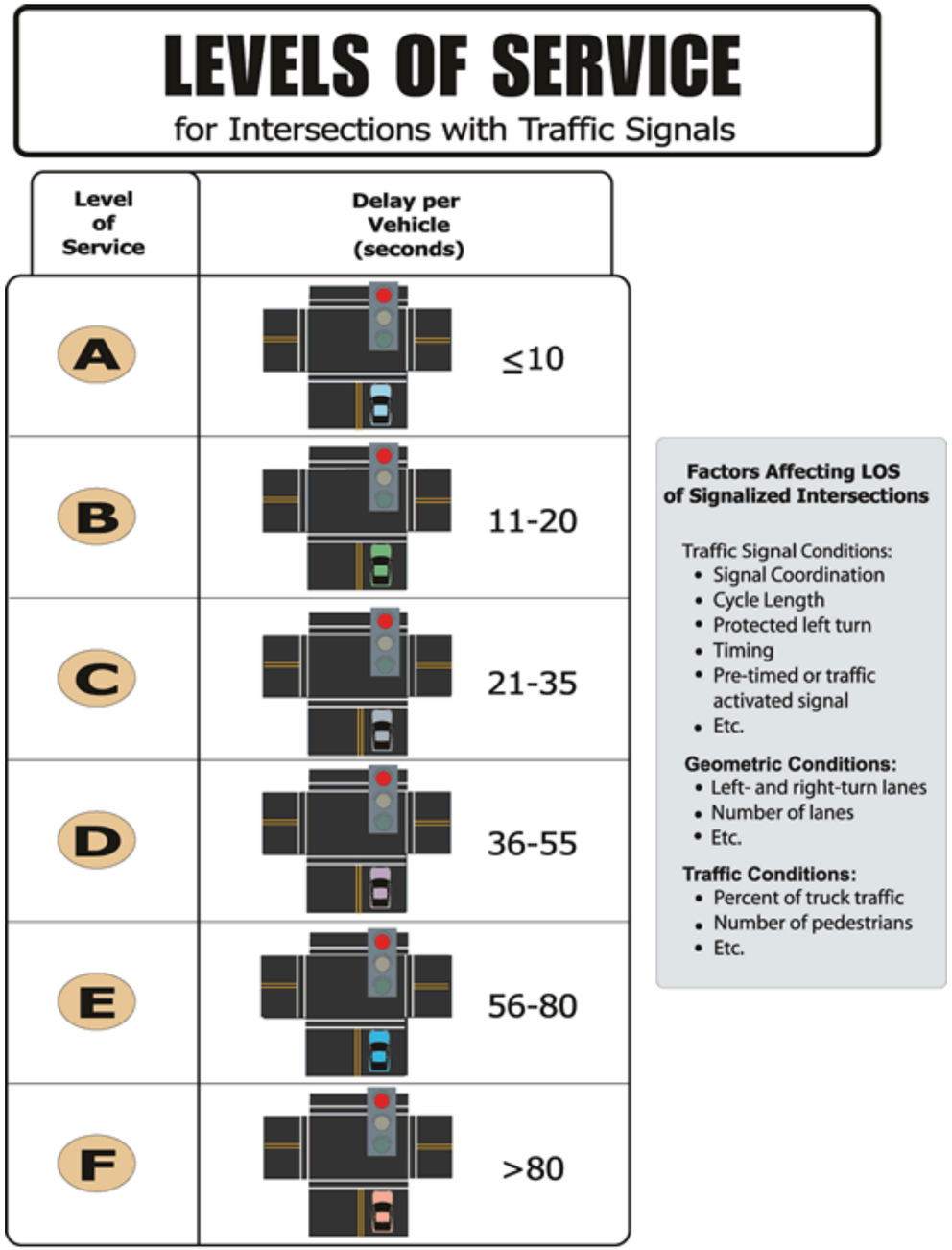
Traffic Analysis

The traffic operating conditions along West Cervantes Street were evaluated to determine the existing level of service (LOS) using data from 2015. LOS is a measurement of roadway congestion determined by the number of vehicles on a roadway in relation to the capacity of the roadway. LOS standards assign a grade of LOS A (least congestion) to LOS F (most congestion) to a roadway facility. The image to the right provides further description of the LOS grades for intersections. The traffic analysis software Synchro 8 was used for the existing and future traffic analysis to determine the LOS for West Cervantes Street. The existing and future Synchro analysis can be found in Appendix A.

Existing Conditions Capacity Analysis

An existing conditions intersection capacity analysis was performed for the study area along the four lane road sections. Currently, Green Street and T Street are operating at a LOS A (free-flowing), and Shoemaker Street at LOS B (reasonably free-flowing). W Street, E Street, and A Streets were all operating at LOS C (constrained constant flow below speed limits), and Pace Boulevard was operating at a LOS D (unstable flow). Table 3 summarizes the intersection LOS analysis.

A segment LOS analysis was also performed evaluating the eastbound and westbound LOS. The SimTraffic LOS results are summarized in Table 4. The average travel time to traverse the study area going eastbound was 5.3 minutes, and was 5.0 minutes in the westbound direction. The average segment LOS for eastbound and westbound was LOS B.



Source: 2000 HCM, Exhibit 16-2, Level of Service Criteria for Signalized Intersections

Table 3. Segment Analysis Summary - Existing Conditions

Intersection	Delay	LOS
Green Street	5.7	A
Shoemaker Street	10.4	B
W Street	29.4	C
T Street	7.0	A
Pace Boulevard	36.4	D
E Street	20.1	C
A Street	27.6	C

Table 4. Intersection Analysis Summary - Existing Conditions

Eastbound		Westbound	
To Intersection	LOS	To Intersection	LOS
Shoemaker Street	B	E Street	C
W Street	C	Pace Boulevard	B
T Street	B	T Street	B
Pace Boulevard	C	W Street	D
E Street	A	Shoemaker Street	B
A Street	D	Green Street	B
Travel Time (Minutes)	5.3	Travel Time (Minutes)	5.0
Average Segment*	B	Average Segment*	B

**Average segment arterial LOS not recognized by HCM*

Future Conditions Capacity Analysis

As indicated in the historical traffic volumes section, traffic volumes have ***decreased*** on average approximately 16% from 2011 to 2015. For the purposes of this planning-level analysis, a *1% annual growth rate* was applied to existing traffic volumes to project them to the planning horizon year 2025. Tables 5 and 6 summarize the results of the future conditions capacity analysis.

Traffic Analysis Summary

All intersections that were analyzed as part of this study currently function at LOS D or better in both the analysis year (2015) and the forecast year (2025). The SimTraffic segment analysis reveals that the roadway functions at LOS B in both the analysis year and the forecast year in the westbound direction. In the eastbound direction the roadway functions at LOS B in the analysis year and LOS C in the forecast year. As such, no traffic capacity improvements are recommended at this time.



Table 5. 2025 Intersection Analysis Summary, 1% Annual Growth (Synchro Intersection LOS, HCM 2010 Method)

Intersection	Delay	2015 LOS	2025 LOS
Green Street	6.0	A	A
Shoemaker Street	18.6	B	B
W Street	32.6	C	C
T Street	7.0	A	A
Pace Boulevard	39.7	D	D
E Street	26.6	C	C
A Street	32.00	C	C

Table 6. 2025 Segment Analysis Summary

Eastbound			Westbound		
To Intersection	2015 LOS	2025 LOS	To Intersection	2015 LOS	2025 LOS
Shoemaker Street	B	B	E Street	C	C
W Street	C	C	Pace Boulevard	B	B
T Street	B	B	T Street	B	B
Pace Boulevard	C	D	W Street	D	D
E Street	A	B	Shoemaker Street	B	B
A Street	D	C	Green Street	B	B
Travel Time (Minutes)	5.3	5.4	Travel Time (Minutes)	5.0	5.2
Average Segment*	B	C	Average Segment*	B	B

**Average segment arterial LOS not recognized by HCM*

Crash Analysis

Existing Crash Data

Existing crash data was analyzed to identify high crash locations and existing safety concerns. Crash data was obtained from FDOT via Signal 4 Analytics for the time period 2010-2015. The data is summarized in the following tables and figures. Figure 4 is a heat map of all crashes illustrating areas of high crash locations.

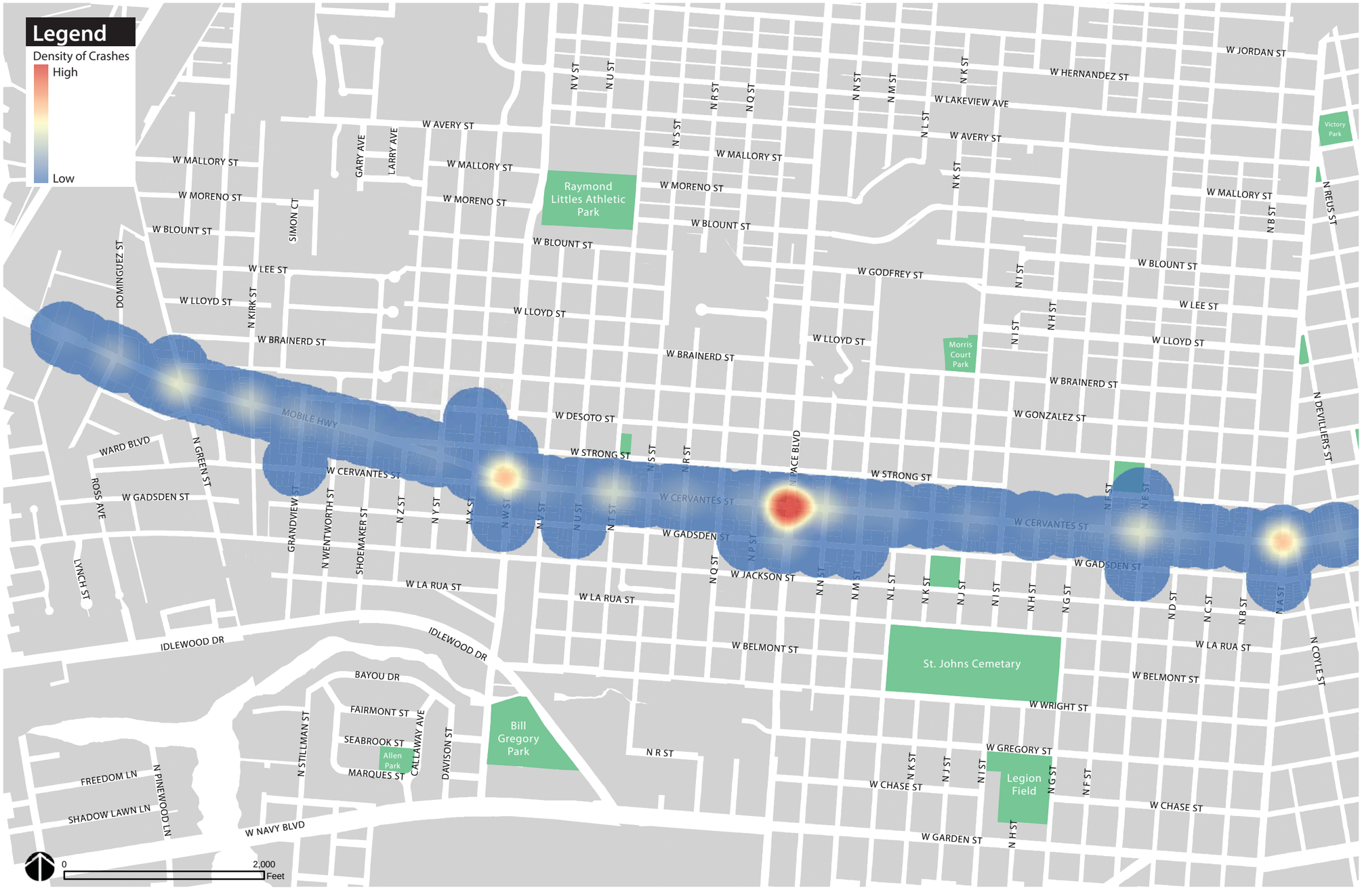
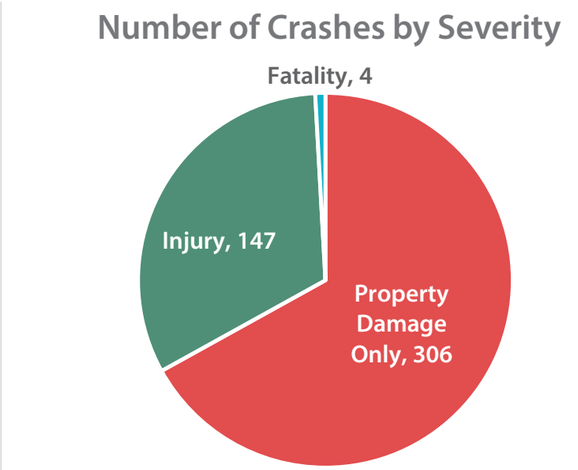


Figure 4 Crash Density Map

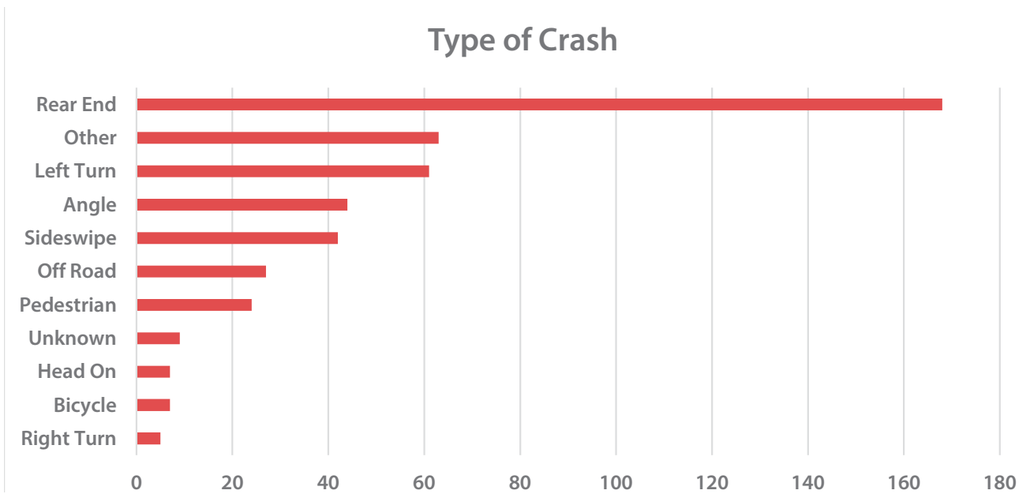
Crashes by Severity

A review of the crash data indicates a total of 457 crashes occurred along West Cervantes Street for the time period 2010-2015. Of those crashes, 4 (1%) were fatalities, 147 (32%) resulted in injury, and 306 (67%) caused property damage only. The four fatalities occurred at Cervantes and N Street, Cervantes and E Street, Cervantes and F Street, and Mobile Highway and Krasnosky Avenue.



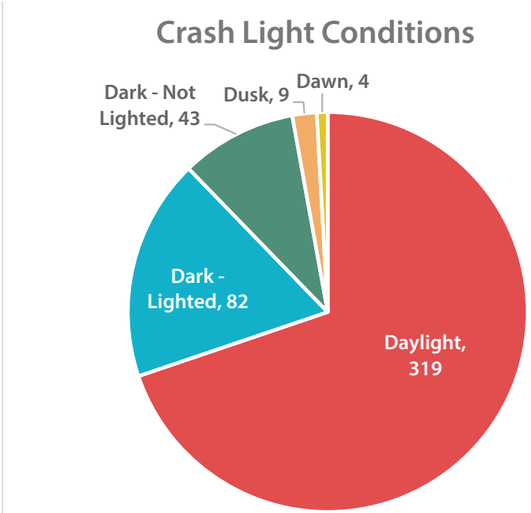
Crash Type

The most common type of crash was a rear end, with 168 total crashes (37%). Twenty four crashes were pedestrian crashes (5%), and 7 crashes involved a bicycle (2%).



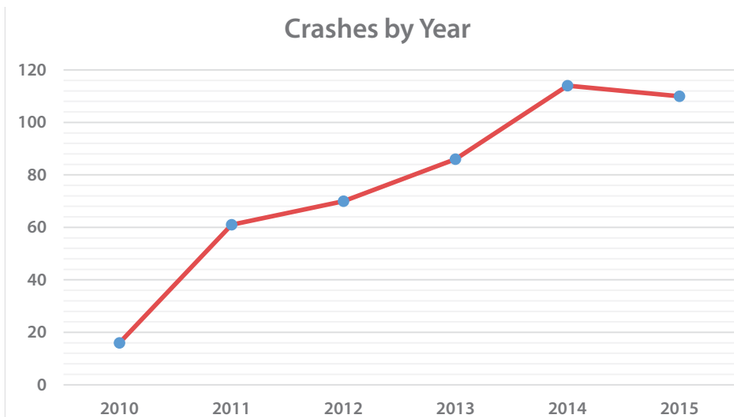
Light Conditions

Light conditions at the time of the crash were included in the crash data. Three hundred and nineteen (70%) of the crashes occurred during daylight, and 82 (18%) of the crashes occurred while it was dark, lighted (i.e. nighttime crashes where streetlights are present). The fewest crashes occurred at dawn or dusk (12 crashes, 3%), and 9% of the crashes occurred while it was dark, not lighted.



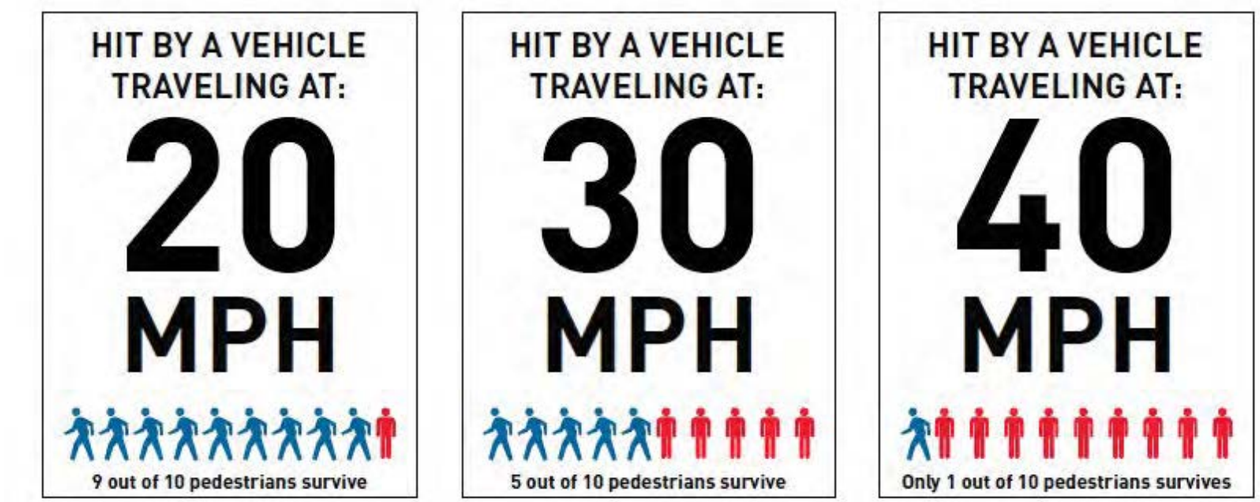
Crashes by Year

The number of crashes steadily increased from 2010 to 2014 by approximately 80%. The year with the highest number of crashes was 2014 with 114 total reported crashes. 2015 experienced slightly fewer crashes with 110 total for the year.



Fatal Crashes

Of the more than 450 crashes that occurred along the corridor between 2010 and 2015, a total of 4 fatalities occurred. All of these fatalities occurred at night and involved a pedestrian. No crashes involving motorized vehicles resulted in a fatality. This could be due to the fact that the there are relatively low speeds along the corridor so high-speed traumatic crashes would be rare. Unfortunately, the likelihood of a pedestrian surviving a crash significantly decreases as vehicular speeds approach 40mph. This is compounded by the fact that street lighting along the corridor is sparse and inconsistent. In 2014 FDOT initiated a safety study from Pace Boulevard to Palafox Street. One of recommendations of the study proposed 3 midblock crossings between M Street and F Street. This midblock crossing would utilize pedestrian activated devices such as conventional traffic signals, high intensity activated crosswalk (HAWK), or rectangular rapid flashing beacons (RRFB). it is the recommendation of this study that 2 additional midblock crossings be installed for a total of 5 midblock crossings. One in the vicinity of C Street and the other in the vicinity of Kirk Street (See Figure 5). Additionally, new street and pedestrian level lighting is recommended to be installed along the extent of the corridor.



Source: Vision Zero Seattle

Action Items

- ***Install up to 5 midblock crossings along the corridor***
- ***Install street and pedestrian level lighting along the full extent of the corridor***
- ***Evaluate the implementation of the road diet (Option B) in the Proposed Corridor Concept Improvements Section. This option would help to reduce rear-end crashes on the segment west of Pace Blvd by removing left turning vehicles from the travel lane***

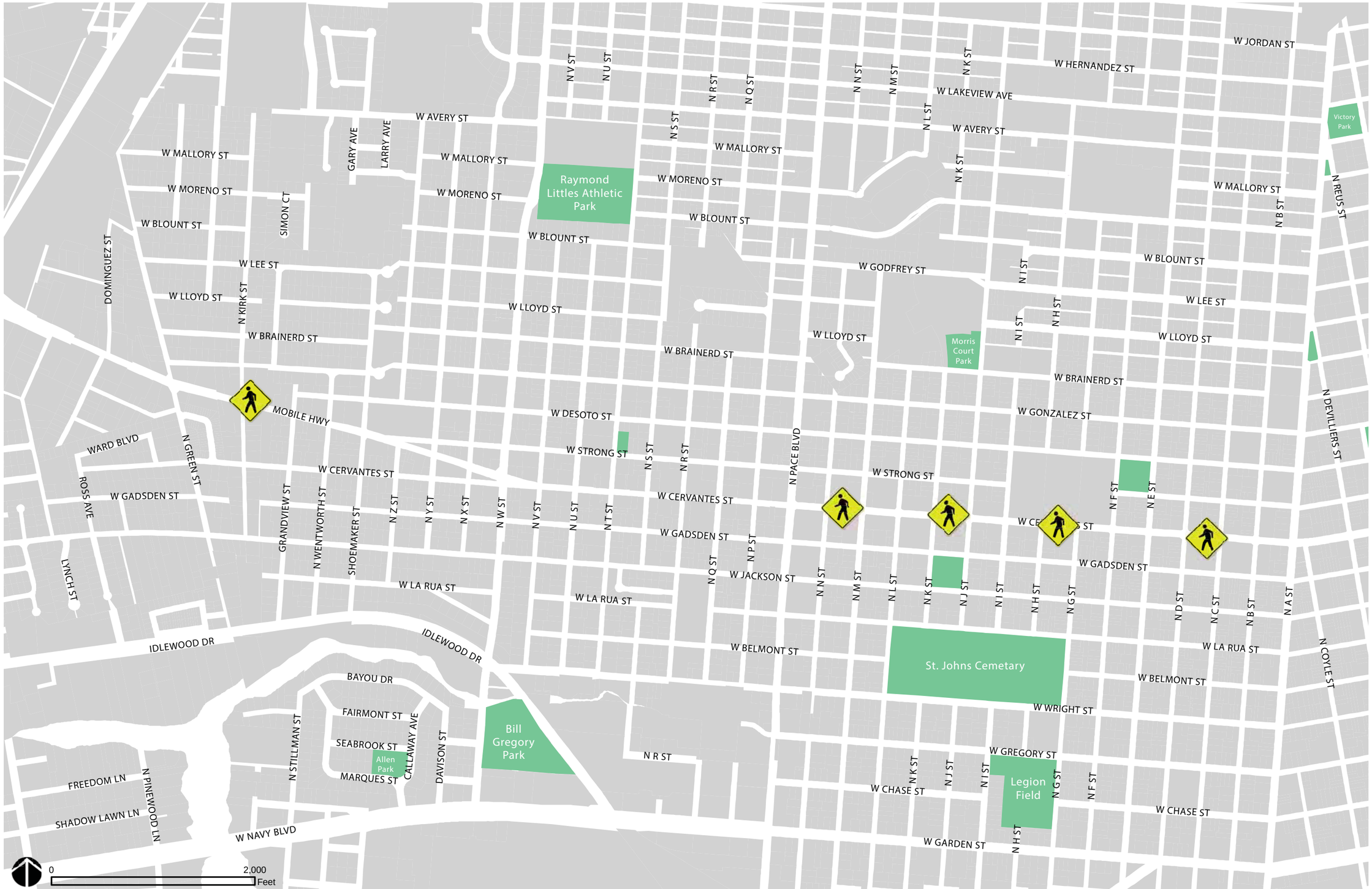


Figure 5 Recommended Midblock Pedestrian Crossings

Urban Design Analysis and Framework Plan

Urban Design Analysis and Framework Plan

Framework Plan

A framework plan is an analytical tool that provides a general overview of an area and reviews how the project relates, connects and/or influences its contextual relationships. Its main goal is to develop a basis for further in-depth review and potential improvements of site specific areas within the limits of the project. The framework analysis study along the West Cervantes Street corridor incorporated a number of different analytical tools to thoroughly inventory and analyze the present and future conditions of the corridor and to identify constraints, opportunities, issues, as well as develop alternative concept guidance in detail. The design team employed site visits, reviewed historical documents and previous studies and recent aerial photography. The West Cervantes Street corridor has the potential to be a vibrant mixed-use district with a successful commercial core, to focus on quality pedestrian streetscape experiences and to set a tone of connectivity to the adjacent residential neighborhoods.

The framework plan is the culmination of a series of analyses that evaluated various urban design elements. The initial analysis corridor parcel analysis evaluated current uses along the corridor. Next, a land use analysis was performed. This refined the corridor parcel analysis and created more generalized uses along the corridor. The final analysis brought the previous two together to lay the groundwork for the overall framework plan. It identified corridor character areas as well as neighborhood districts. The graphic below shows the components of the framework plan.

Figure 6 illustrates the West Cervantes Street Framework Plan. The final framework plan includes summary statements of objectives and principles developed during analysis of the corridor that will guide future development policies and standards.

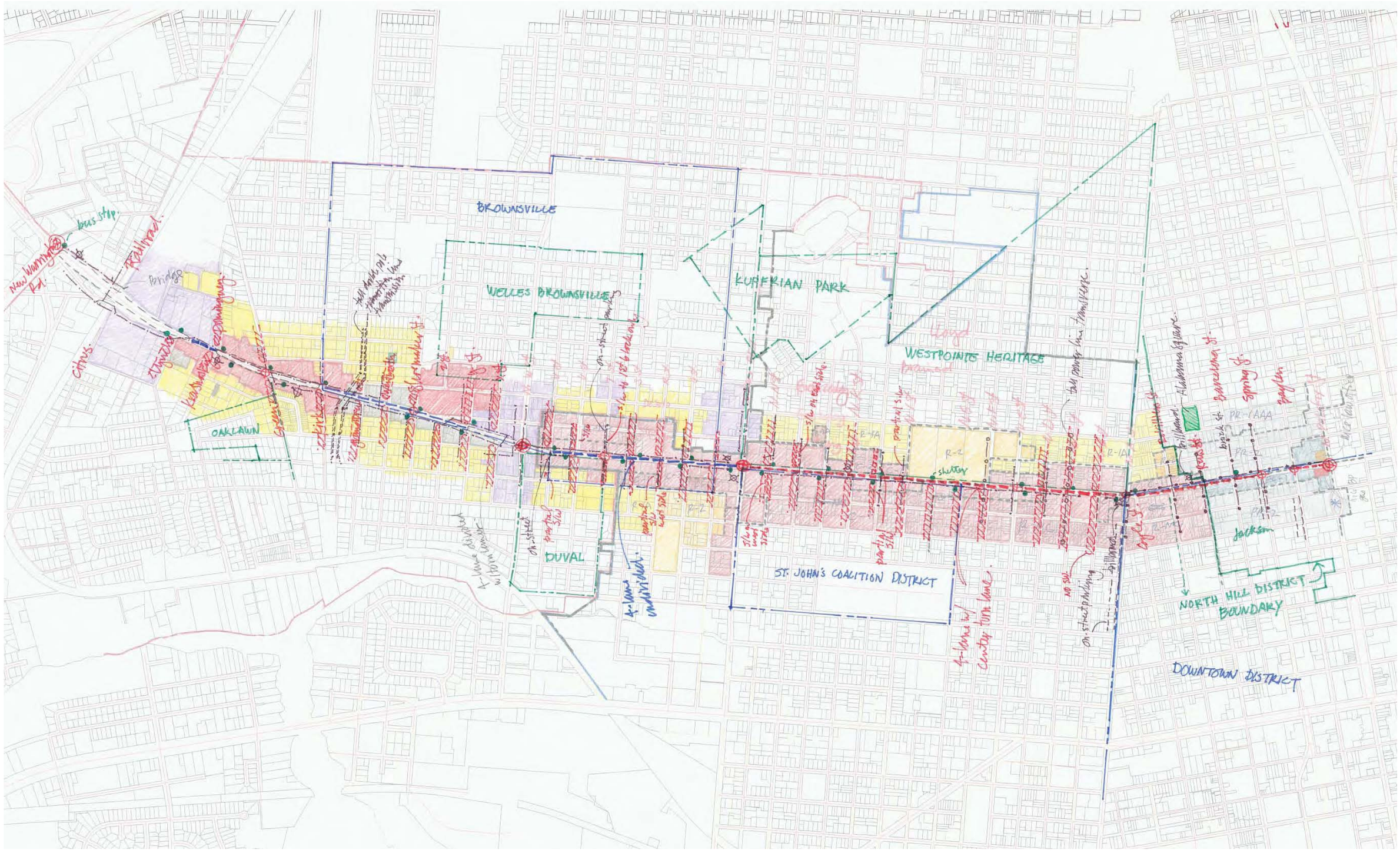
Components of the Framework Plan



Existing Conditions Inventory



Land Use and Accessibility Analysis



Opportunities Analysis



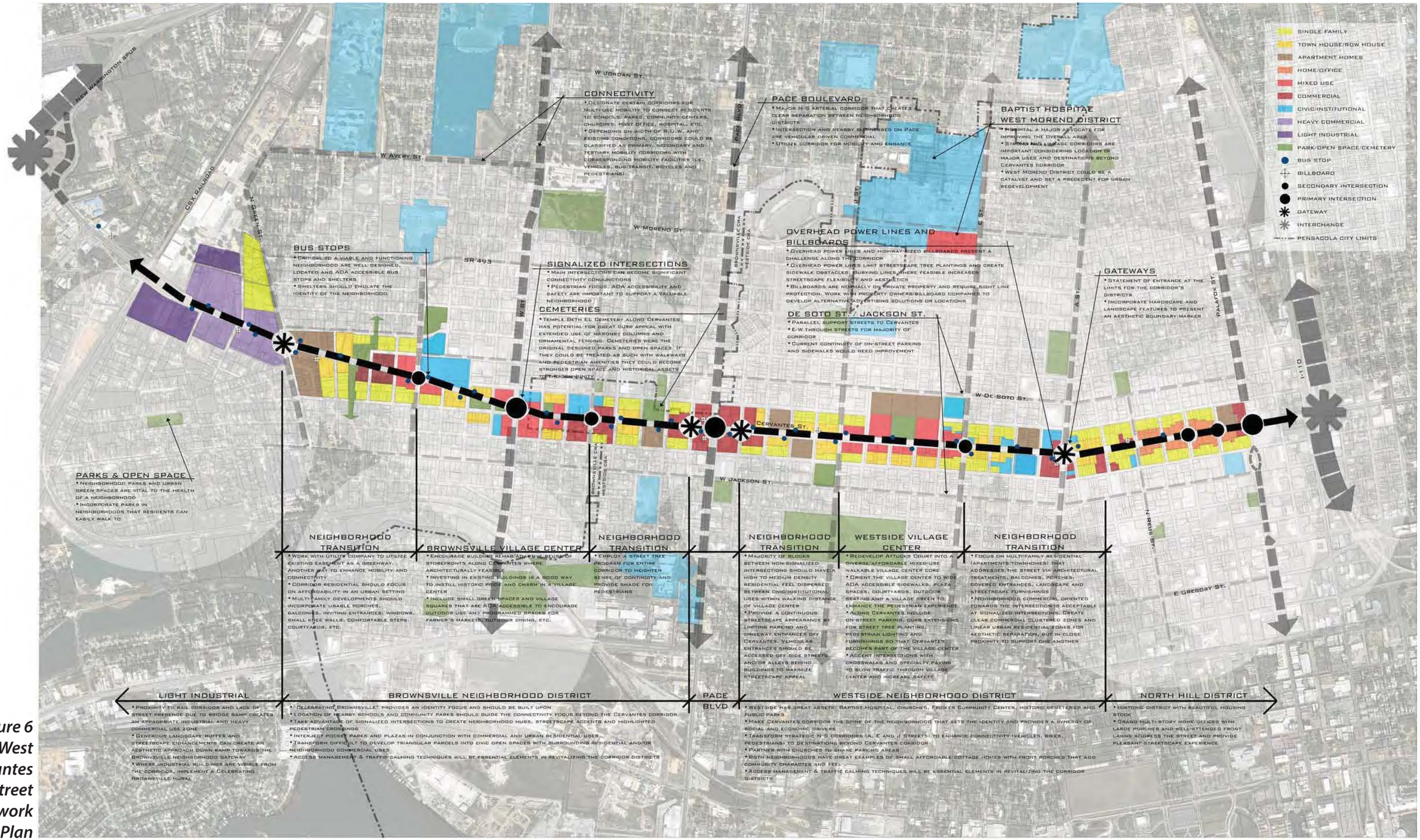


Figure 6 West Cervantes Street Framework Plan

The framework plan segments the corridor into 6 corridor character areas and 3 distinct neighborhood districts. Summarized below is the concept narrative for the 3 neighbor districts. Table 7 on the following pages summarizes the 6 corridor character areas.

Brownsville Neighborhood District

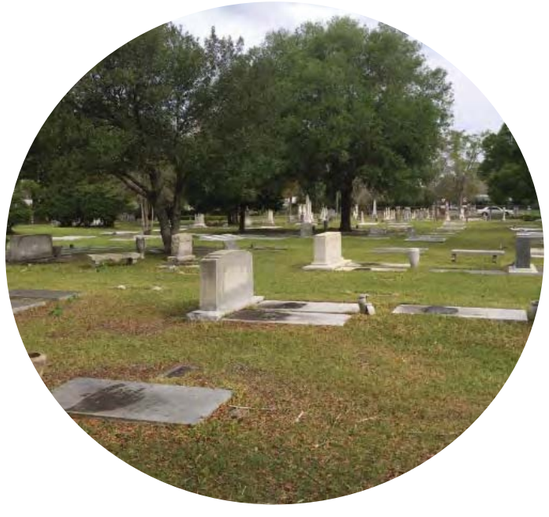
- "Celebrating Brownsville" provides an identity focus and should be built upon
- Location of nearby schools and community parks should guide the connectivity focus beyond the Cervantes corridor
- Take advantage of signalized intersections to create neighborhood hubs, streetscape accents and highlighted pedestrian crossings
- Interject pocket parks and plazas in conjunction with commercial and urban residential uses
- Transform difficult to develop triangular parcels into civic open spaces with surrounding residential and/or neighborhood commercial uses
- Access management & traffic calming techniques will be essential elements in revitalizing the corridor districts





Westside Neighborhood District

- Westside has great assets: Baptist Hospital, churches, Fricker Resource Center, historic cemeteries and public parks
- Make Cervantes corridor the spine of the neighborhood that sets the identity and provides a synergy of social and economic drivers
- Transform strategic north-south corridors (A, E and J Streets) to enhance connectivity (vehicles, bikes, and pedestrians) to destinations beyond Cervantes corridor
- Partner with churches to share parking areas
- Many good examples of small affordable cottage homes with front porches that add community character and feel





North Hill District

- Historic district with beautiful housing stock
- Grand multi-story home/offices with large porches and well-attended front lawns address the street and provide pleasant streetscape experience









Table 7. Corridor Character Areas

Corridor Character Area	Urban Fabric	Concept Narrative
Neighborhood Transition Green Street to Shoemaker Street	   	• Work with utility company to utilize existing easement as a greenway as another way to enhance mobility and connectivity • Corridor residential should focus on affordability in an urban setting • Multi-family developments should incorporate usable porches, balconies, inviting entrances, windows, small knee walls, comfortable steps, courtyards
Brownsville Village Center Shoemaker Street to T Street	   	• Encourage building rehab/adaptive reuse of storefronts along Cervantes where architecturally feasible • Investing in existing buildings is a good way to instill historic pride and charm in a village center • Include small green spaces and village squares that are ADA accessible to encourage outdoor use and programmed spaces for farmer's markets, outdoor dining.

Table 7. Corridor Character Areas

Corridor Character Area	Urban Fabric	Concept Narrative
Neighborhood Transition T Street to P Street	   	• Employ a street tree program for entire corridor to heighten sense of continuity and provide shade for pedestrians
Neighborhood Transition N Street to J Street	   	• Majority of blocks between non-signalized intersections should have a high to medium density residential feel dispersed between civic/ institutional uses within walking distance of village center • Provide a continuous streetscape appearance by limiting parking and driveway entrances off Cervantes • Vehicular entrances should be accessed off side streets and/or alleys behind buildings to maximize streetscape appeal

Table 7. Corridor Character Areas

Corridor Character Area	Urban Fabric	Concept Narrative
Westside Village Center J Street to E Street	   	• Redevelop Attucks Court into a diverse/affordable mixed-use walkable village center core • Orient the village center to wide ADA accessible sidewalks, plaza spaces, courtyards, outdoor seating and a village green to enhance the pedestrian experience • Along Cervantes include on-street parking, curb extensions for street tree planting, pedestrian lighting and furnishings so that Cervantes becomes part of the village center • Accent intersections with crosswalks and specialty paving to slow traffic through village center and increase safety
Neighborhood Transition E Street to DeVilliers Street	   	• Focus on multi-family residential (apartments/townhomes) that addresses the street via architectural treatments, balconies, porches, covered entrances, landscape and streetscape furnishings • Neighborhood commercial oriented towards the intersection is acceptable at signalized intersections. Create clear commercial clustered zones and linear urban residential zones for aesthetic separation, but in close proximity to support one another

Reuse Sites

The West Cervantes Street corridor contains many vacant parcels as well as vacant buildings. As a component of the development of the framework plan, select vacant parcels were identified as suitable candidates for new building fabric. Figures 7 and 8 highlight these areas. It should be noted that these parcels have been identified through field visits and aerial photography. No additional due diligence has been performed to determine the potential for development (i.e. ownership, environmental concerns).



Figure 7
Potential Reuse Sites
East of Pace Boulevard



Figure 8
Potential Reuse Sites
West of Pace Boulevard

Gateways

Gateways are important identity and entry statements for all types of developments from historic districts, city boundaries, large planned developments and unique streetscape corridors. The gateway's elemental function is to act as a transition between areas and as an entrance. Moreover, the development of a gateway introduces the design theme and sets the tone through its design, scale, use of materials, font type and lighting.



Current Brownsville Gateway Sign near Lynch Street



Current Brownsville Signage at T Street

Brownsville Gateway

As mentioned previously, there are two main neighborhood districts within the West Cervantes corridor- Brownsville and the Westside District. Currently there are two signs marking the entrance to Brownsville. One is located at Pace Boulevard and the other is located at Lynch Street. There is also a plaque with a brief summary of the history of Brownsville located at T Street. While these signs do serve to delineate the boundaries of the district, they do not necessarily function as an impressive feature to make one aware of the district.

It is recommended that more significant gateway features be constructed to mark the entrance to Brownsville. The gateway could be constructed in the current location of the Brownsville sign on the northwest corner of the intersection of Pace Boulevard. The image below is an illustrative rendering of what such a gateway feature could look like.



Current Brownsville Gateway Sign at Pace Boulevard



Illustrative Rendering of Gateway Feature at Pace Boulevard

Westside District Gateway

E Street serves as one of the major arteries of the Westside District. It connects Baptist Hospital and the West Moreno area with the Cervantes corridor. With the concurrent planning efforts taking place to revitalize the West Moreno area, it is vital that emphasis is placed on E Street and, in particular, the intersection of E Street and West Cervantes Street. Currently, on the northeast corner of the intersection of E Street and West Cervantes Street there is a small pocket park that contains a sign marking the entrance to Baptist Hospital as well as billboards and landscaping and is also directly adjacent to an Escambia County Area Trasit (ECAT) bus stop. There are no benches or pedestrian amenities in the park. This area could be converted into more a park with benches and other amenities that would help to activate it and create a sense of place. The park could continue to serve as an gateway to Baptist Hospital and the West Moreno area.

In conjunction with an enhanced park, the intersection itself could also be enhanced to create a more pedestrian friendly environment and also to increase safety of those attempting to cross West Cervantes Street. Crosswalk treatments such as stamped brick could be installed to clearly delineate pedestrian crossing areas. A diagonal crossing (pedestrian scramble) that stops all vehicular traffic to allow pedestrians to cross in every direction, including diagonally, could also be installed to facilitate north-south movements. Figures 9 and 10 show an illustrative rendering of an enhanced park and intersection at the E Street and West Cervantes Street.



Current Pocket Park at E Street

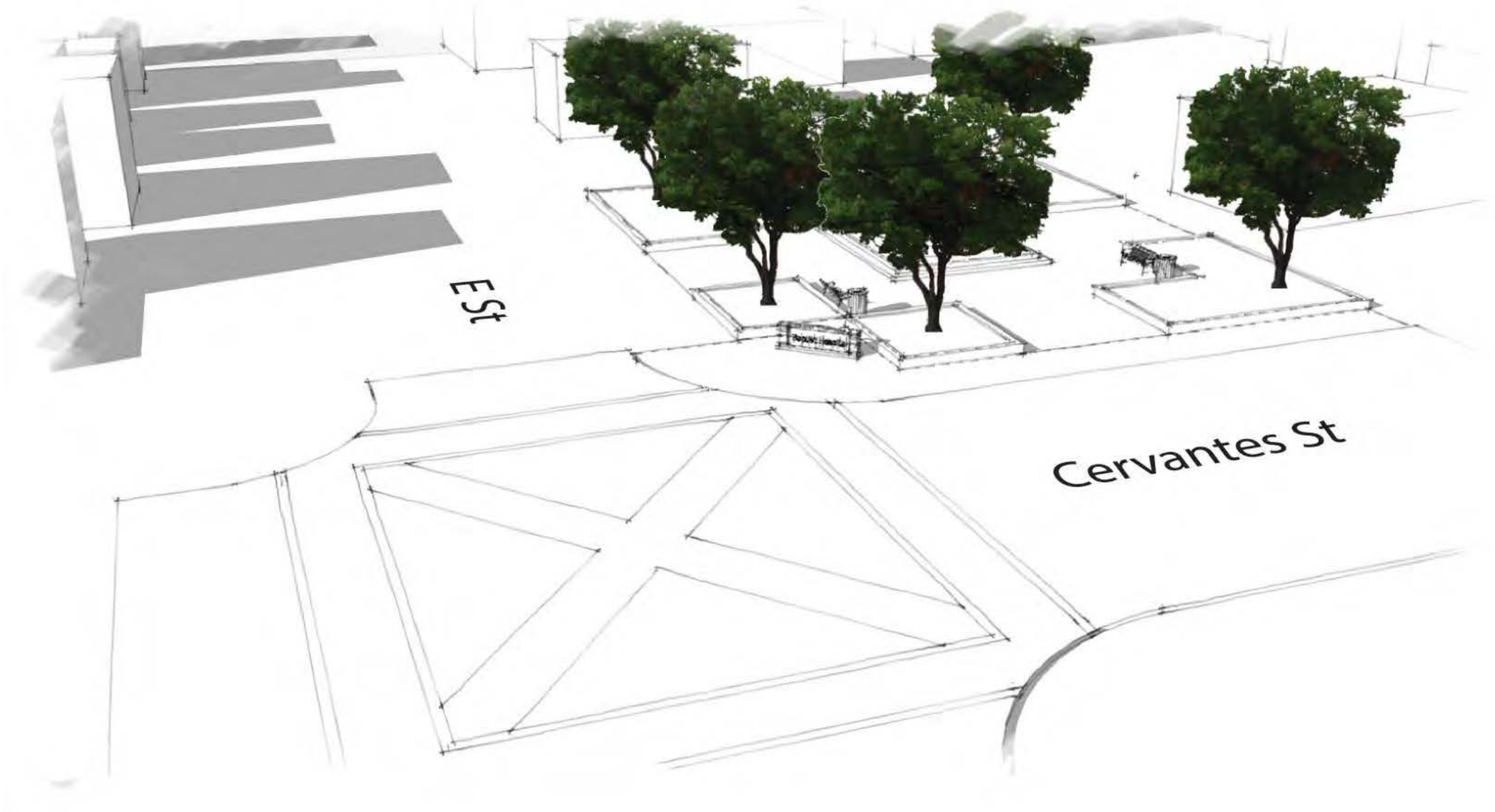


Figure 9 Illustratrative Rendering of Proposed E Street Pocket Park (Aerial view)

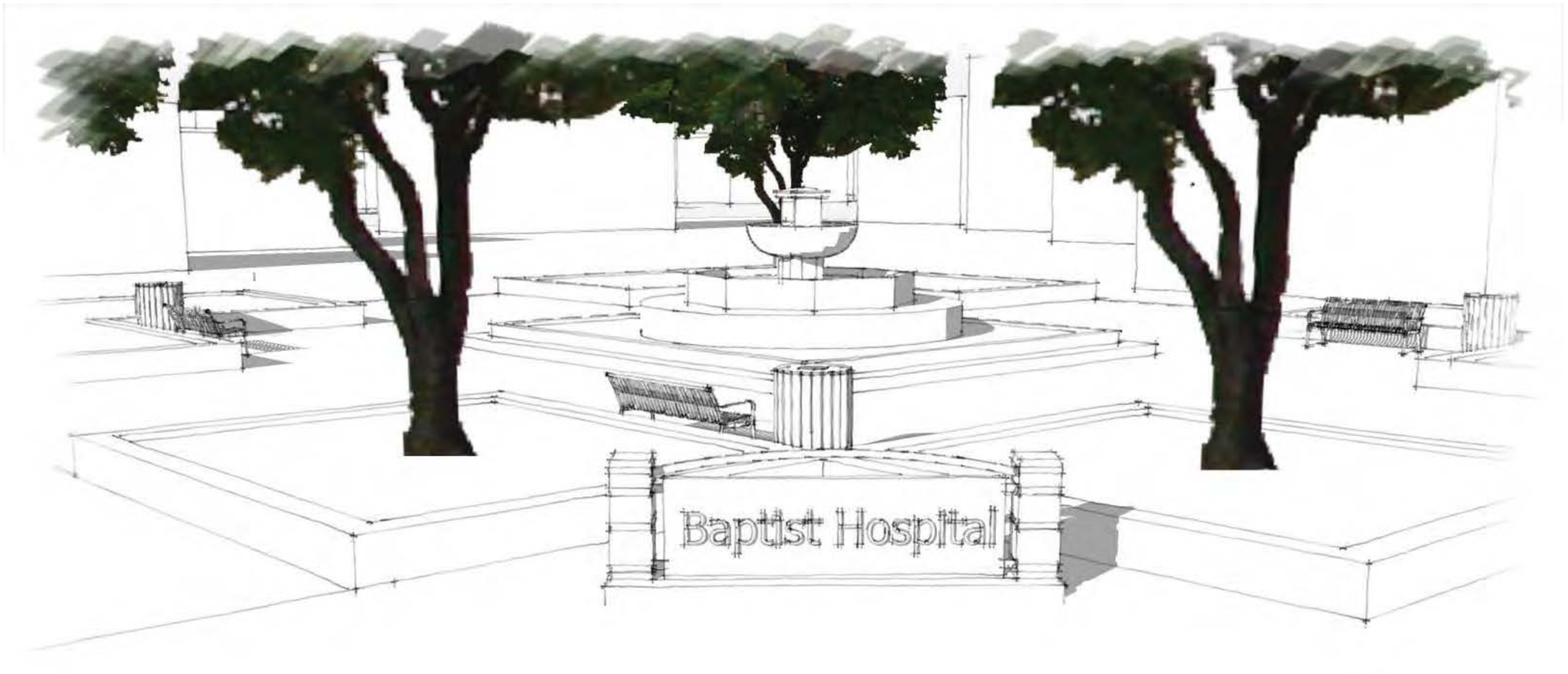


Figure 10 Illustratrative Rendering of Proposed E Street Pocket Park (Ground View)

Action Items

- *Seek to identify mechanisms such as Community Redevelopment Agency grants to activate parcels for reuse to help spur redevelopment and revitalization*
- *Reconstruct the Brownsville Gateway feature near Pace Boulevard to create a more distinctive entrance to the district*
- *Improve the pocket park and make intersection improvements at E Street to strengthen the E Street north-south corridor and connection to the West Moreno area*

Pedestrian Environment

Pedestrian Environment

The pedestrian environment is a key component to create and maintain vibrancy for urban corridors. The presence of pedestrian amenities encourages pedestrian activity which, in turn, enhance the quality of life of neighborhoods and also strengthen commercial areas.

Sidewalks

The backbone of the pedestrian environment are sidewalks. Sidewalks serve as a conduit for moving people along a corridor and serve as a catalyst for street-level retail. Sidewalks are where people interact with each other as well as businesses. Ensuring that sidewalks are the appropriate width, are safe (have sufficient lighting), and comfortable (have shade trees) should be a goal for any urban corridor.

West Cervantes Street currently has sidewalks on both sides of the road spanning the entire length of the study area. The width of these sidewalks typically ranges from 5.5 feet to 7 feet. While the presence of these sidewalks is undoubtedly an asset to the corridor, there are some impedances that make traversing the length of the sidewalk difficult- particularly if using a wheelchair. Various obstructions are located directly within the travelway of portions of the sidewalk along West Cervantes Street including utility poles and road signs. Additionally, many of the sidewalks are uneven and have cracks and ledges. In some instances, walls are located directly adjacent to the sidewalk creating a sense of entrapment for the pedestrian by being enclosed between a wall and moving traffic.









Within the surrounding neighborhoods of the Cervantes corridor, sidewalks are present mostly in the eastern portion of the study area and particularly in the southeast quadrant directly east of St. Johns Cemetery. The northwest quadrant of the study area exhibits a lack of sidewalks. Figure 11 shows the sidewalk inventory for the study corridor and the surrounding neighborhoods. Sidewalk density is show in Figure 12

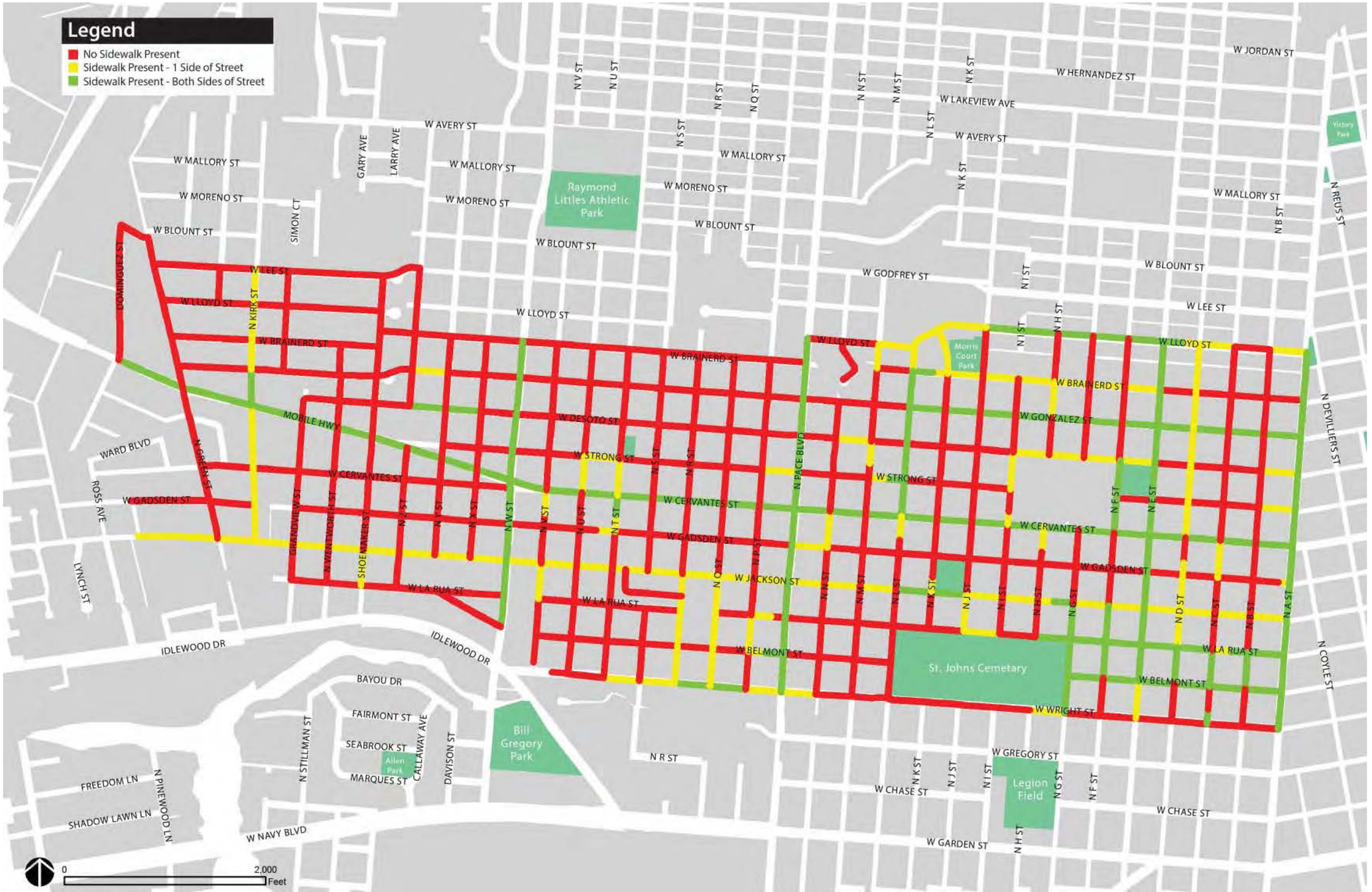


Figure 11 Sidewalk Inventory



Figure 12
Sidewalk Density

Connectivity Plan

As a subset of the framework plan discussed previously, a connectivity plan was developed for the West Cervantes Corridor. The connectivity plan was developed by identifying the numerous area parks and then creating half-mile radii around them. These buffer areas represent walksheds. The second step in the analysis was to use these walksheds to identify primary, secondary, and tertiary corridors. The preliminary connectivity analysis is shown in Figure 13 and the final version with the access corridors is shown in Figure 14. The primary corridors of Cervantes Street, W Street, and Pace Boulevard all have good sidewalk coverage with sidewalks present on both sides of the street in each of these corridors. The secondary corridors of E Street and A Street also have sidewalks on both sides of the street. Many of the tertiary corridors are lacking any sidewalks, particularly in the northwest quadrant of the study area in the vicinity of Brainerd Street, Lloyd Street, and Gonzalez Street. Brainerd Street, which is a tertiary east-west corridor also has no sidewalks.



Figure 13 Preliminary Connectivity Analysis

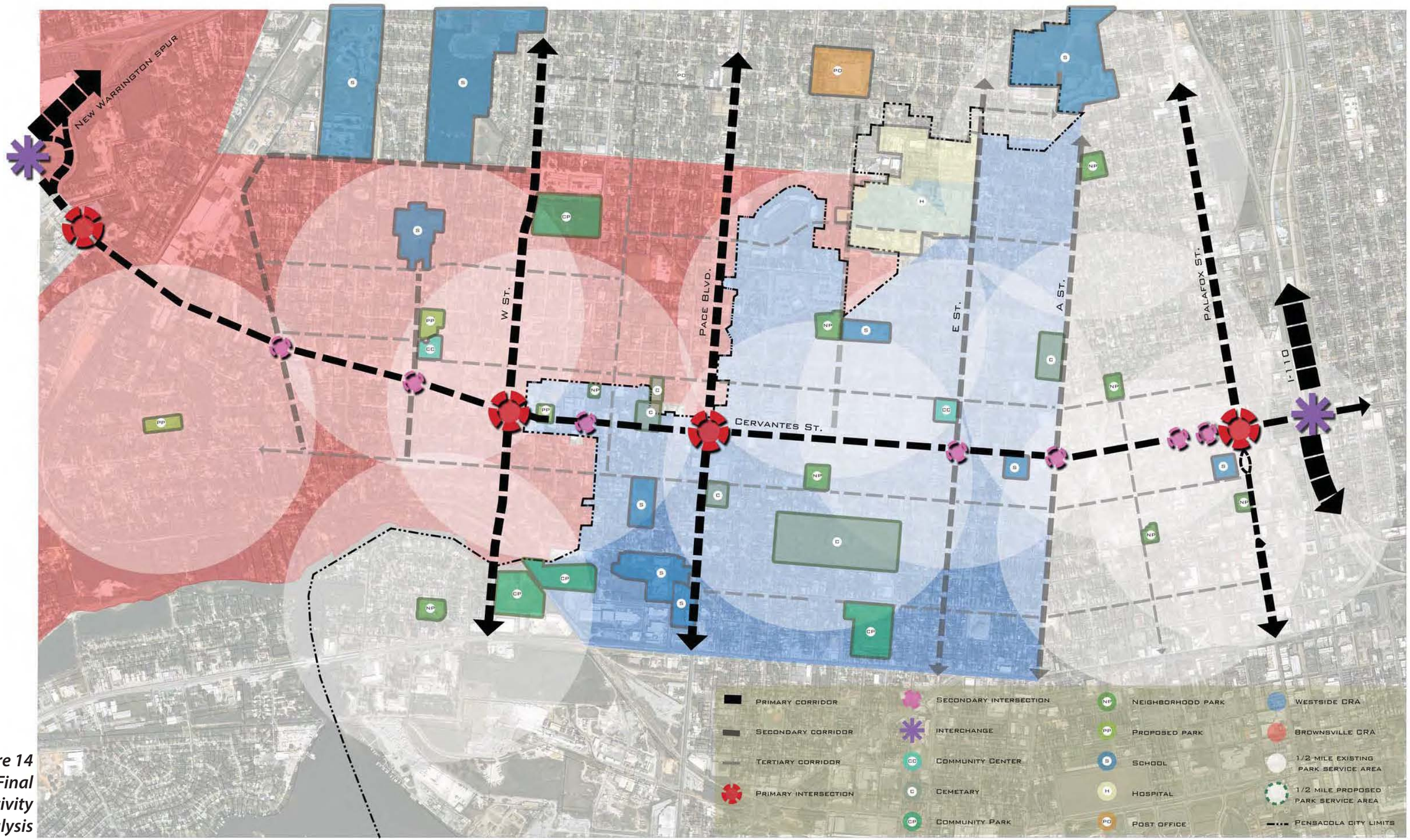


Figure 14 Final Connectivity Analysis

Lighting

Lighting is an essential part of the pedestrian environment. Proper lighting increases safety by illuminating areas such as doorways, crosswalks, sidewalks and bus stops. Additionally, proper lighting can allow vehicles to see pedestrians who may be attempting to cross the street. Lighting aids in geographic orientation by allowing individuals to use well lit landmarks to help them find their way. Lighting also creates a sense of drama and place.

According to the Project for Public Spaces, various ways to use lighting include:

- Landscaping: Trees lit with small white "bee" lights have become a popular sight in many cities even outside the holiday season, perhaps because they impart a magical feeling and bring positive attention to streets and public spaces.
- Transit stops: People feel more secure when bus or trolley stops are well-lit. Lighting also draws attention to and encourages use of such amenities.
- Entrances: Careful evening lighting around building entrances — especially in residential building doorways — contributes to the safety of a district even more than indiscriminate use of bright lighting that is not focused on areas of use.
- Edges: The edges of a park or plaza – particularly any interesting gateposts, fences, and specimen trees visible from the adjacent street -should be lit to help define and identify the interior space. Buildings located on the edges of a park can also have seasonal lights, bringing attention to the larger district beyond the park.
- Retail displays: Lighting retail displays, even when stores are closed, not only provides ambient light for the street, but also encourages window-shopping. This tactic can help to increase the number of people on a street, which is a major contributor to security.
- Architectural details: Lighting entrances, archways, cornices, columns, and so forth can call attention to the uniqueness of a building, place, or district and bring a sense of drama to the experience of walking at night.
- Signage: Well-lit maps, along with directional and informational signage, are essential to providing orientation at night.
- Focal points: Lighted sculpture, fountains, bridges, towers, and other major elements in a district, especially those visible to passing pedestrians and vehicles, provide another form of wayfinding.
- As a traffic-calming device: The difference between a pedestrian-lit street and a highly illuminated highway automatically signals drivers that they have entered a new and different zone, and compels them to slow their driving speed.

(Source: www.pps.org/reference/streetlights)





Existing Street Lighting on West Cervantes Street

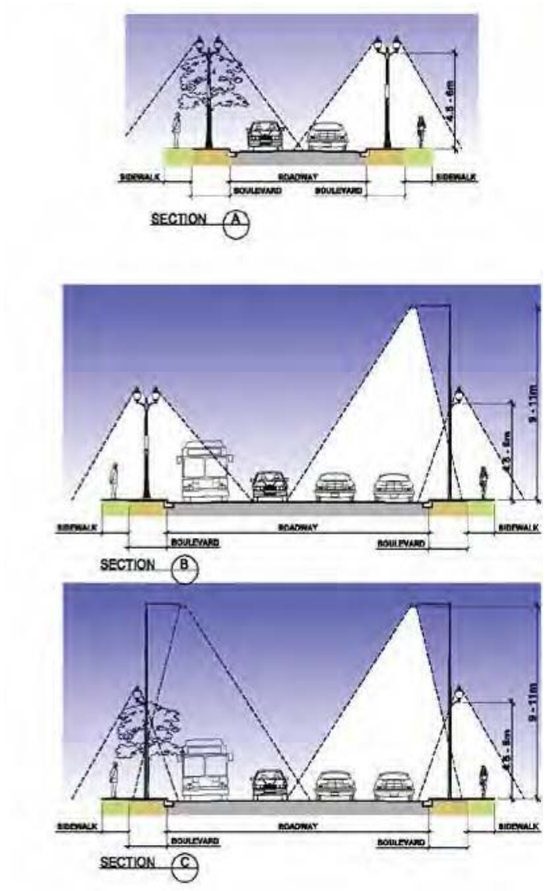


Figure 15 Streetscape Lighting Layouts
(Source: FHWA Lighting Handbook)

Lighting

Pedestrian level lighting can be used in combination with street level lighting- such as on the same pole or it can be completely separate from street lighting. On some 2 lane urban roads, pedestrian light fixtures can also be used to illuminate the street. Figure 15 shows streetscape lighting layouts for various roadway facilities.



Example of Street/Pedestrian Combination Lighting Fixture

Examples of Pedestrian Lighting in Pensacola

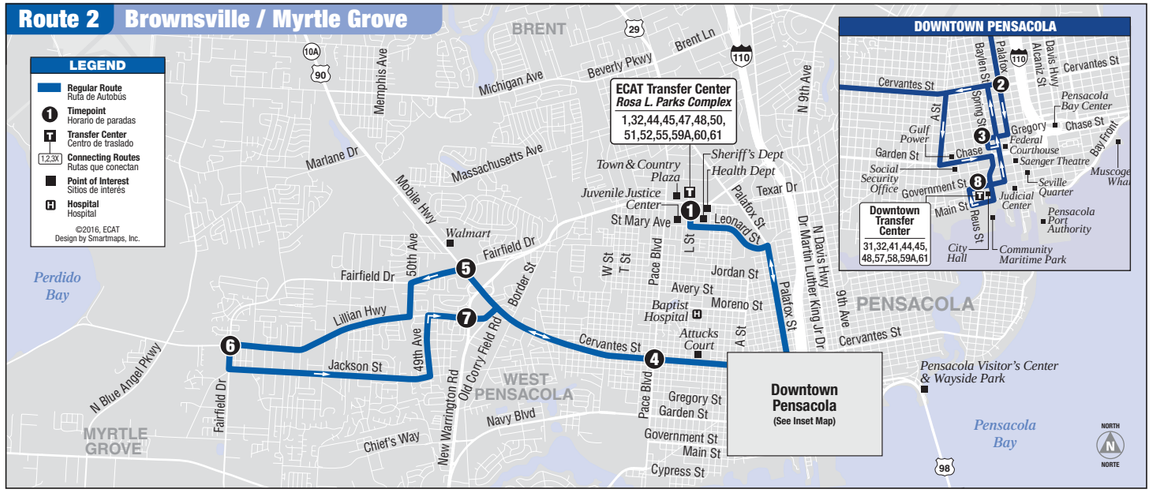
Main Street

Palafox Street

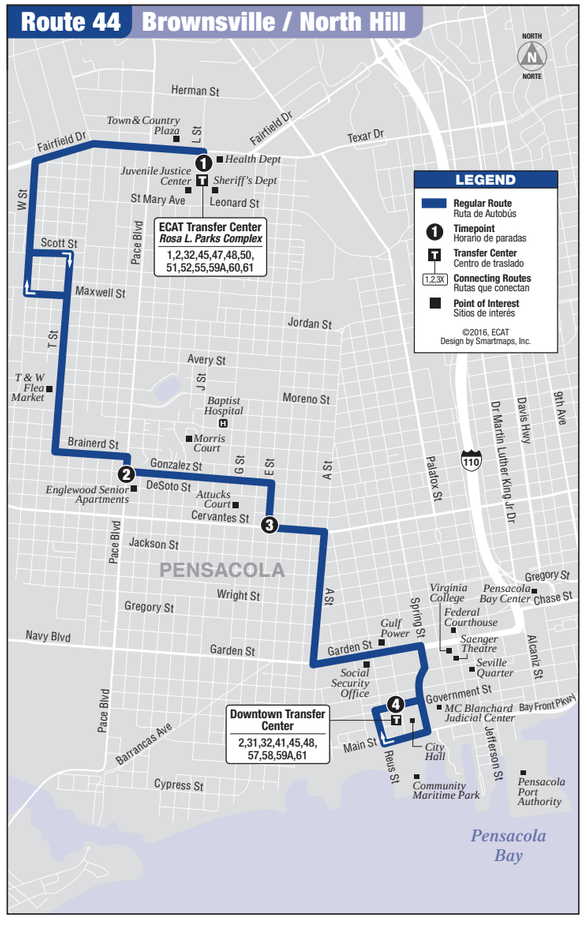
Alcaniz Street

Transit

West Cervantes Street is currently served directly by ECAT Route 2 (Brownsville/Myrtle Grove). The eastern portion of the study area is also served by Route 44 (Brownsville/North Hill). Other routes that service the study include Route 48 (Baptist Hospital/ MC Blanchard) and Route 55 (Pace Boulevard/Warrington).









Transit Usage

Figure 16 illustrates boardings and alightings by stop for ECAT bus routes within the vicinity of the study area. Many of the high ridership stops are located in the vicinity of the intersection of Pace Boulevard.



Figure16 Transit Usage

Transit Walk Accessibility

A walkshed analysis was performed to determine what areas within the study area are sufficiently served by transit. Buffers of 0.25 miles and 0.5 miles were created around the stops along West Cervantes Street as these distances are generally the maximium distances a person will walk to reach a transit stop. The walksheds are calculated using roadways regardless of whether or not sidewalks are present on the roadway. As illustrated in Figure 17, the majority of the adjacent neighborhoods of the corridor fall within the 0.25 mile buffer indicating a high walk access to transit.

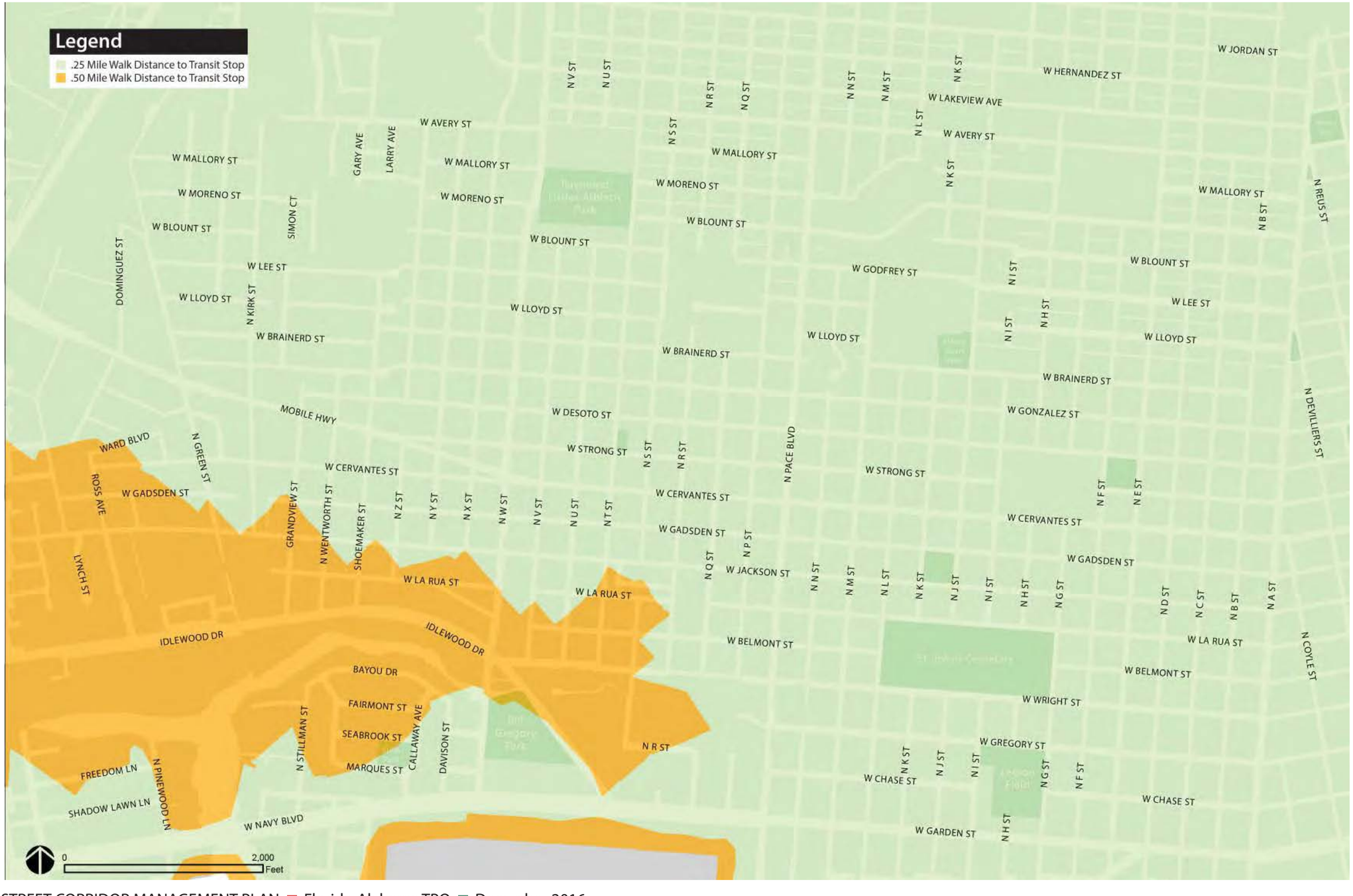


Figure 16 Transit Walk Accessibility

Action Items

- *Enhance landscaping throughout the corridor. Employ a street tree program for entire corridor to heighten sense of continuity and provide shade for pedestrians*
- *Installation of street level and pedestrian level lighting throughout the length of the corridor*
- *Increase North-South sidewalk connectivity in the vicinity of I, H, and G Streets*
- *Increase East-West sidewalk connectivity in the NW quadrant of the study area in the vicinity of West Gonzales, West Brainerd, and West Lloyd Streets*
- *Consider adding additional transit amenities to high ridership locations along the corridor. Specifically consider adding a shelter or bench at the intersection of Pace Boulevard*

Proposed Corridor Improvement Concepts

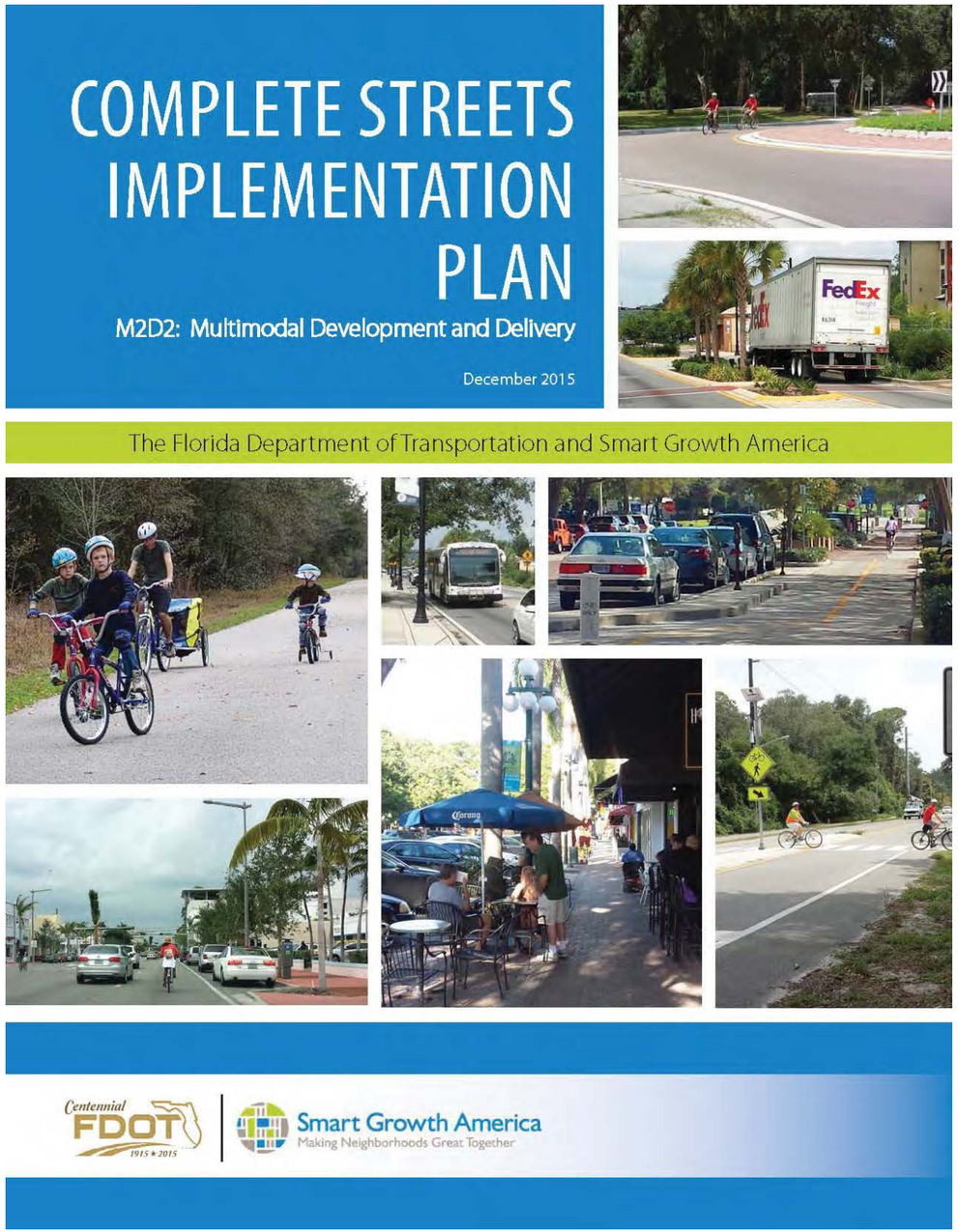


Proposed Corridor Improvement Concepts

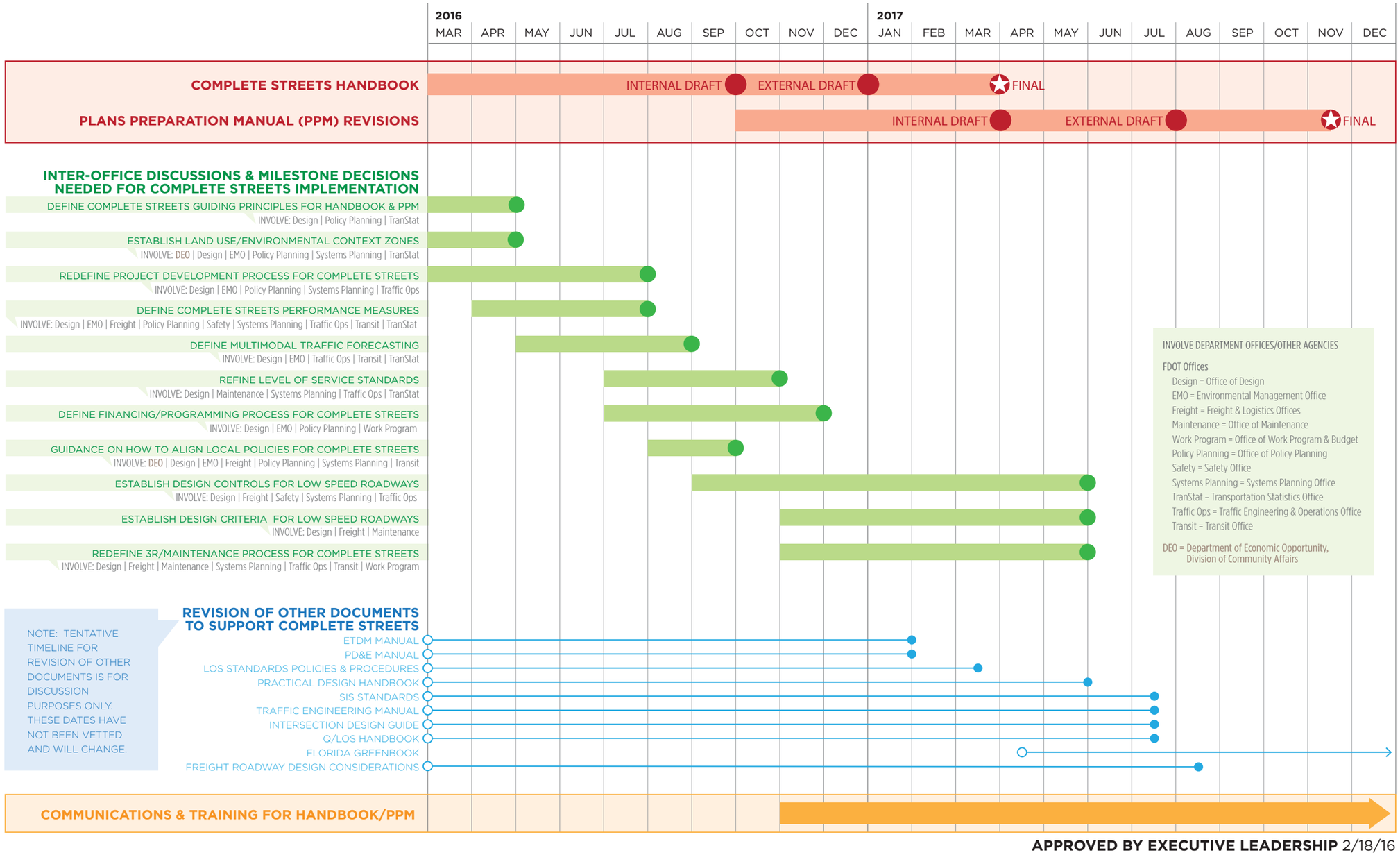
Policy Background

The term "complete streets" is often used to define roadways that function in a multi-modal fashion, safely accommodating automobiles, transit vehicles and riders, bicyclists, and pedestrians. Streets are not just for moving people and vehicles, but also often serve as places for commerce and recreation. Complete streets also are compatible with the surrounding community, and support adjacent land uses and activities, leading some to use the term context-sensitive streets instead. As a result, the Federal Highway Administration (FHWA) has developed recommended approaches for both Context Sensitive Solutions and Complete Streets. Additionally, FDOT has adopted a Complete Streets Policy (Topic No.: 000-625-017-a, effective September 17, 2014) stating the following intent:

> "It is the goal of the Department of Transportation to implement a policy that promotes safety, quality of life, and economic development in Florida. To implement this policy, the Department will routinely plan, design, construct, reconstruct and operate a context sensitive system of "Complete Streets." While maintaining safety and mobility. Complete Streets shall serve the transportation needs of transportation system users of all ages and abilities, including but not limited to:
>
> - Cyclists
> - Freight handlers
> - Motorists
> - Pedestrians
> - Transit Riders
>
> The Department specifically recognizes complete streets are context-sensitive and require transportation system design that considers local land development patterns and built form. The Department will coordinate with local governments, Metropolitan Planning Organizations, transportation agencies and the public, as needed, to provide complete streets on the State Highway System, including the Strategic Intermodal System.
>
> This Complete Streets Policy will be integrated into the Department's internal manuals, guidelines and related documents governing the planning, design, construction, and operation of transportation facilities."



The FDOT Complete Streets Implementation Plan was released in December 2015 and is a playbook for editing a dozen key FDOT manuals and guides that control the bulk of FDOT's planning, design, and operations. The graphic below summarizes FDOT's framework and timeline for complete streets implementation.



Proposed Corridor Typical Sections

During the project public workshops, numerous comments were made stating the desire to transform this portion of West Cervantes Street into a complete street that allows all users to feel safe and comfortable and would also help to revitalize the commercial aspects of the corridor and increase aesthetic appeal. In response to these comments and in keeping with the current direction of FDOT's Complete Streets initiative, two options were developed. Each option has two slightly different variants due to right of way differences east of Pace Boulevard and West of Pace Boulevard. The two options are:

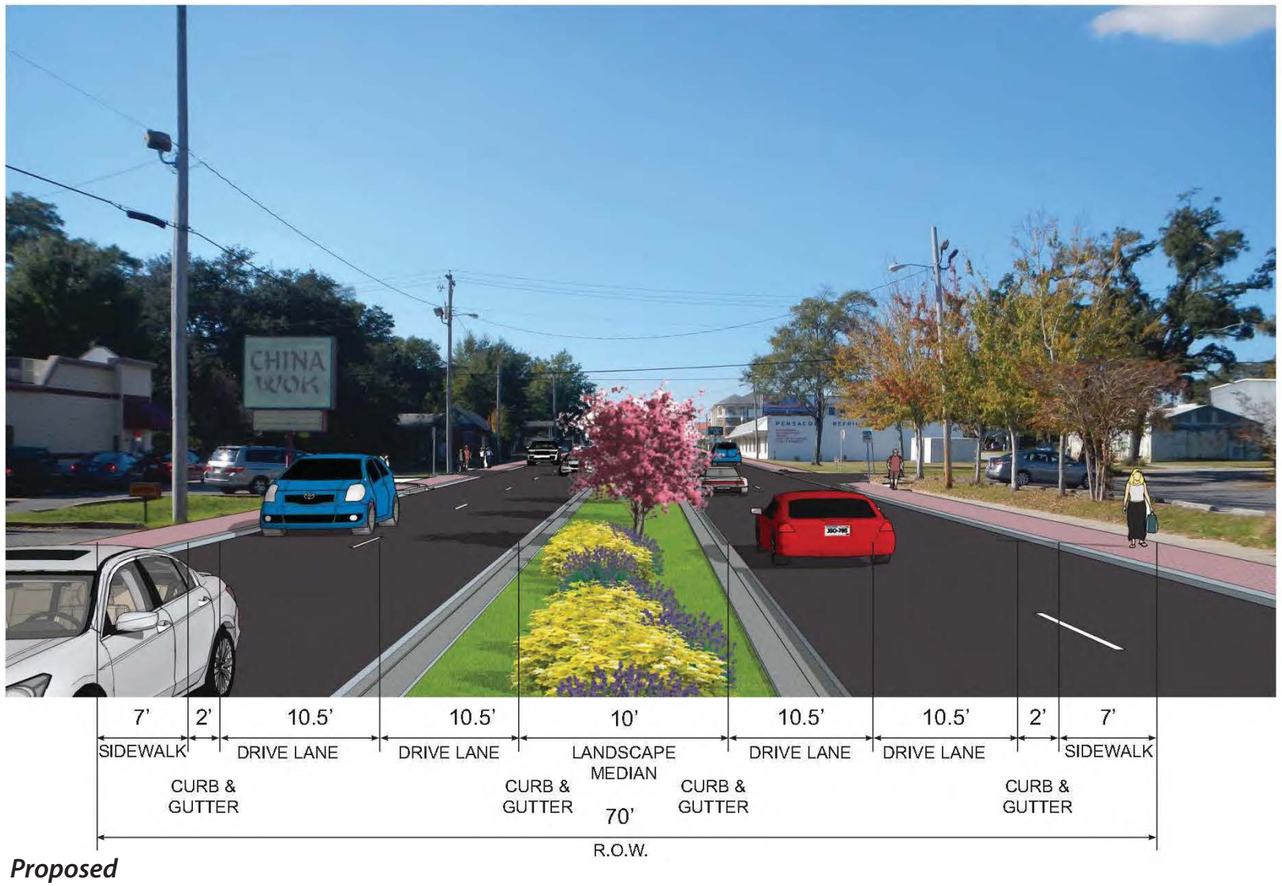
Option A: Aggressively narrow current travel lanes and add landscaped median
Option B: Eliminate two travel lanes and add landscaped median and on street parking where feasible

Both concepts have several features in common, including: curb and gutter drainage, street trees on sidewalk where feasible, and streetlights.



Existing

Option A - East of Pace Boulevard - West Cervantes Street Rebalanced



Proposed

Option A - West Cervantes Street Rebalanced - West of Pace Boulevard



Existing



Proposed

Option A - West Cervantes Street Rebalanced - Plan View



East of Pace Boulevard



West of Pace Boulevard



Existing

Option B - West Cervantes Street Road Diet -East of Pace Boulevard



Proposed (shown with buffered bike lane)



Proposed (shown without buffered bike lane)



Existing

Option B - West Cervantes Street Road Diet - West of Pace Boulevard



Proposed

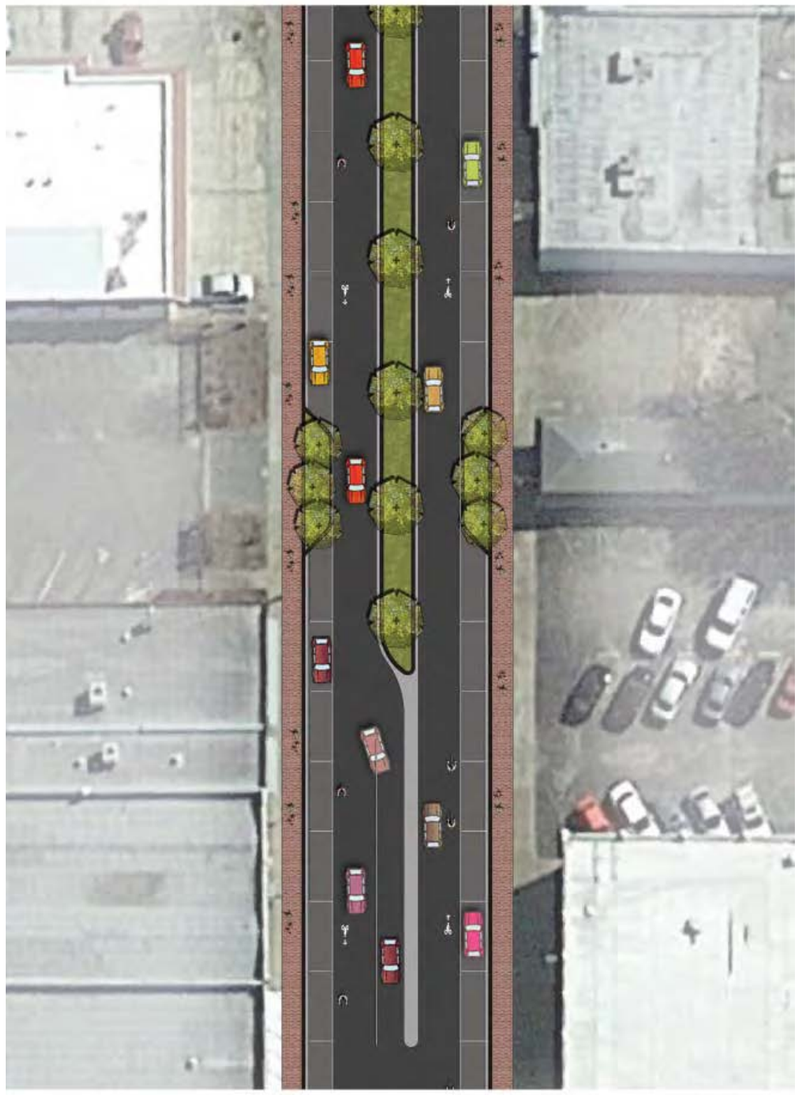
"The most desired treatment would be Option B with on-street parking and a median"

-Public workshop participant comment

Option B - West Cervantes Street Road Diet - Plan View



East of Pace Boulevard(shown with buffered bike lane)



West of Pace Boulevard

West Cervantes Street Road Diet Traffic Analysis

Due to the fact that Option B reduces capacity on West Cervantes Street, a general traffic analysis was performed to determine the extent of the impacts.

Current (2015) FDOT traffic counts on West Cervantes Street are:

- West of Pace Boulevard: 16,400
- East of Pace Boulevard: 18,100

According to the FHWA Road Diet Informational Guide, roadways with an AADT of 20,000 or less may be good candidates for a road diet and should be evaluated for feasibility. Benefits of road diet installations may include:

- An overall crash reduction of 19 to 47 percent.
- Reduction of rear-end and left-turn crashes through the use of a dedicated left-turn lane.
- Fewer lanes for pedestrians to cross and an opportunity to install pedestrian refuge islands.
- The opportunity to install bicycle lanes when the cross-section width is reallocated.

An intersection analysis as well as a segment analysis was performed on West Cervantes Street to determine delay and LOS with a road diet installed in comparison to the existing conditions. As can be seen in Tables 8 and 9, there will be an increase in delay and a decrease in LOS if a road diet is installed. Travel times along the entire segment will be increased by approximately 2 minutes in the eastbound direction and 4 minutes in the westbound direction based on 2015 volumes.

Any consideration of a potential road diet on West Cervantes Street will need additional analysis and evaluation before proceeding.

Table 8. Intersection Analysis Summary - Road Diet

Intersection	4-Lane		2-Lane	
	Delay	LOS	Delay	LOS
Green Street	5.7	A	10.5	B
Shoemaker Street	10.4	B	12.4	B
W Street	29.4	C	36.8	D
T Street	7.0	A	11.9	B
Pace Boulevard	36.4	D	51.8	D
E Street	20.1	C	42.9	D
A Street	27.6	C	48.7	D

Table 9. Segment Analysis Summary - Road Diet

Eastbound			Westbound		
To Intersection	4-Lane	2-Lane	To Intersection	4-Lane	2-Lane
Shoemaker Street	B	B	E Street	C	F
W Street	C	E	Pace Boulevard	B	F
T Street	B	B	T Street	B	B
Pace Boulevard	C	E	W Street	D	F
E Street	A	A	Shoemaker Street	B	B
A Street	D	E	Green Street	B	B
Travel Time (Minutes)	5.3	7.1	Travel Time (Minutes)	5.2	11.2
Average Segment*	B	E	Average Segment*	B	E

Conclusions

Conclusions

It is the goal of this corridor managment plan to provide recommendations and guidance that will improve the West Cervantes Street corridor as well as the surrounding neighborhoods. Both short-term and long-term recommendations have been provided that will help to help to revitalize the corridor as well as make it safer for all users. Many of the recommendations put forth in the plan could be completed incrementally as funding becomes available. The West Cervantes Street corridor and its surrounding communities are a tremendous asset to the greater Pensacola area and it is the project team's hope that this plan will make the area an even greater place to live, work, and play.

West Cervantes Street Corridor Management Plan
Summary of Recommendations

Long-term Corridor-Wide Recommendations

- Option A: Agressively narrow current travel lanes and add landscaped median
- Option B: Eliminate two travel lanes and add landscaped median and on street parking where feasible

Both concepts have several features in common, including: curb and gutter drainage, street trees on sidewalk where feasible, and streetlights. It should be noted that many of the improvements recommended as part of both options can be done incrementally.

Other General Planning and Design Recommendations

- Embrace the numerous parks, cemeteries, and open space
- Implement gateway features that serve as a statement at the limits of the corridor's various districts
- Seek to identify mechanisms to activate parcels for reuse to help spur redevelopment and revitalization. This could be done through the current CRAs.

Short-term Recommendations

- Installation of street level and pedestrian level lighting throughout the length of the corridor
- Installation of mid-block crossings at five locations along the corridor
- Increase North-South sidewalk connectivity in the vicinity of I, H, and G Streets
- Increase East-West sidewalk connectivity in the NW quadrant of the study area in the vicinity of West Gonzales, West Brainerd, and West Lloyd Streets
- Enhance Landscaping throughout the corridor. Consider employing a street tree program.
- Add transit amenities such as shelters at high-ridership locations
- Strengthen the identity and character of the E Street intersection to create an emphasis for the West Moreno District paying particular attention to the existing open space on the NE corner of the intersection.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14059 **County Administrator's Report 11. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: 4177-08-R Escambia County Bristol Park Modification Number One
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency and Florida Division of Emergency Management Hazard Mitigation Grant Program for the Eleven Mile Creek Acquisition/Demolition/Open Space Conversion, Flood Plain Management, and Wetland Stream Restoration, Within the Area Adjoining Bristol Creek, Bristol Park, and Ashbury Hills Subdivisions, Including Tara Drive and Brentwood Lane - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA) and Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program (HMGP) for the Eleven Mile Creek Acquisition/Demolition/Open Space Conversion, Flood Plain Management, and Wetland Stream Restoration, within the area adjoining Bristol Creek, Bristol Park, and Ashbury Hills Subdivisions, including Tara Drive and Brentwood Lane:

A. Approve and Authorize the Chairman to execute Modification Number One to Subgrant Agreement between the Division of Emergency Management and Escambia County BOCC, Contract #16HM-H4-01-27-01-452, for Project #4177-08R, for Hazard Mitigation Grant Program (HMGP) Acquisition, Demolition, and Open Space Conversion Project. This reinstates and extends the Agreement from July 14, 2016, through August 31, 2019;

B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets;

C. Authorize staff to continue to pursue acquisition of properties abutting Eleven Mile Creek associated with this Grant and project area, subject to Legal review and sign-off, including any Agreements, Easements, Hold Harmless Agreements, or other documents of conveyance, as may be required from the property owners designated in the Grant Agreement or associated with the project goals;

D. Authorize Grant Application submittal to the Florida Department of Emergency Management (FDEM) and Local Mitigation Strategy Board (LMS) for continued property acquisition, demolition, and open space conversion of lots adjoining Eleven Mile Creek, in the project area, under the FDEM HMGP, associated with Presidential Disaster Declaration for Hurricane IRMA (FEMA 4337-DR-FL), other associated FEMA Hazard Mitigation Assistance Programs, and any other applicable eligible grant opportunities sources;

E. Approve reallocating the remaining balance of $29,960, from Century Hazard Mitigation Grant Program Project from Fund 352 “Local Option Sales Tax” (LOST) III, Cost Center 210107, Transportation and Drainage (T&D) Project #12EN2135, to the Eleven Mile Creek Restoration Project, Fund 352, Cost Center 210107, LOST III, T&D Project #15EN3205, to be utilized as match funds for Hurricane IRMA (FEMA 4337-DR-FL) HMGP-LMS application; and

F. Approve allocating $280,000 as planned to be available in “Local Option Sales Tax” (LOST) IV, Cost Center 210106, Fiscal Year (FY) 2020 and $1,400,000 in FY 2025, for Bristol Park- Ashbury Hills Area of Eleven Mile Creek Stream Restoration project, to be utilized to provide match funds for Hurricane IRMA (FEMA 4337-DR-FL) HMGP-LMS application, and other associated project costs.

[Funding Source: Eleven Mile Creek Restoration Project, Fund 352, Cost Center 210107, LOST III, T&D Project #15EN3205 has a remaining balance of $ 5,805, including $29,960 reallocation requested in this recommendation for a total of $35,765]

[Funding match has been leveraged utilizing the NFWF funds for Bayou Chico Restoration -Beach Haven Northeast Phase 1 Project that provides 100% federal funding as a global match, under FDEM non-financial agreement #FDEM No. 16NF-00-01-27-01-453, and agreement Modification #1 for FEMA Project #4177-09R, for all Escambia County 4177 disaster declaration HMGP projects]

[Funding of Eleven Mile Creek Stream Restoration Design Services, specified in PD# 16-17.011 Phase 2 of Mott Macdonald’s contract, has been submitted to the United States Department of Treasury to request $1,131,477.75, direct component RESTORE funding, expected to be awarded in June 2018]

BACKGROUND:

In 1994, the Eleven Mile Creek Master Plan was prepared for Escambia County, updated in 1999 following Hurricane Georges, and updated again in 2008. The Eleven Mile Creek Master Plan presented stormwater management concepts for stream restoration and regional ponds to address flood stage flooding of properties along Elevenmile Creek adjoining Bristol Creek, Bristol Park, and Ashbury Hills subdivisions, including Tara Drive and Brentwood Lane. Due to the time limitation of the HMGP, design and construction could not be considered under the 4177-declaration grant cycle. Due to the large scale of this project, property acquisition is the first step toward implementing drainage improvements to address area flooding along the creek. Staff's intent is to apply for multiple grant sources utilizing LOST funds as matching funds to secure necessary funding for this project. It is expected at least 7 years will be necessary for final construction implementation of the Eleven Mile Creek Acquisition/Demolition/Open Space Conversion, Flood Plain Management, and Wetland Stream Restoration, within the area adjoining Bristol Creek, Bristol Park, and Ashbury Hills Subdivisions, including Tara Drive and Brentwood Lane.

The overall property acquisition goal of this project is to acquire as many properties abutting Eleven Mile Creek, utilizing the HMGP federal funds, as there are willing home owners in the Bristol Creek, Bristol Park, and Ashbury Hills subdivisions, including Tara Drive and Brentwood Lane, who are eligible under the grant program. Upon successful acquisition and demolition under this federal grant program, the plan is to utilize acquired properties to implement a flood plain management and wetland restoration project to reduce flood stage in the creek, and thus provide additional flood relief to other properties in the project area. These properties flooded during to the April 29-30, 2014, storm event, resulting in a negative impact to both public and private infrastructure, including approximately 160 homes and private properties in the area. This area has been repeatedly flooded in multiple previous severe storm events since this area started development in 1988, as this area is located along and within the special flood hazard zone of Eleven Mile Creek.

Previous Board of County Commissioner (BCC) action indicates continued support of this project. On February 19, 2015, the BCC authorized application submittal of this project to the LMS and FDEM-FEMA, approving 25% match funding, available in Fund 352, Local Option Sales Tax (LOST) III. On May 4, 2016, FDEM awarded a grant for $6,189,380.00 for the Acquisition, Demolition, & Open Space conversion of 27 properties, including 100% federal funding, due to a Global Match project, for 11 properties in the interior of a subdivision and 16 properties adjoining the creek. On June 16, 2016, the BCC approved non-financial agreement grant Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM) on behalf of Federal Emergency Management Agency (FEMA), that provides global match funding for Lake Charlene and Bristol Park

translating into 100% federal funding, without the need for the 25% County match as typically required under HMGP. With Global Match funding approved by FDEM-FEMA, the 25% matching funds from the February 19, 2015, allocation was used to fund the design of the project.

On December 8, 2016, the BCC authorized staff to pursue property acquisition from willing property owners, specifically located along the creek bank of Eleven Mile Creek, and to seek Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R.

On May 19, 2017, staff requested that FDEM allow a modification of the scope of work, to add 15 properties along the creek and remove 11 interior properties from the grant agreement. This modification was denied by FDEM, stating the modification was a project expansion and was not eligible for this grant. On September 26, 2017, a second request was submitted to FDEM to add 3 properties that were dropped from the original grant application due to budget needs for the Delano HMGP project 4177-18R. FDEM approved this modification request as presented in Modification Number One, to increase the total grant budget. Modification Number One of the Agreement, as presented for board approval, increases the Federal Funding by $329,626, for a maximum amount of reimbursement payable under the Agreement to $6,519,005. The Period of Performance in this Modification One agreement is also being extended to August 31, 2019.

On May 25, 2017, the BCC authorized grant application submittal for Hurricane Matthew, with 25% County match $1,108,686. Since Escambia County was not declared in a state of emergency during this event, funding allocation from FDEM is subject to Tier 2 allocation, should remaining unallocated federal funds for Florida be made available through FDEM, under declaration FEMA DR-FL-4283. Tier 2 funding has not been yet been allocated by FDEM.

On July 23, 2017, the BCC authorized design contract award to Mott Macdonald for a 2-phased grant management study, regulatory permitting, and design contract. Phase 1 includes preparation of stream restoration concept plans, grant management, additional grant applications, and acquisition support (surveys, environmental testing, etc.). Phase 2 of the contract includes full stream restoration design, with the caveat that additional funding allocation would need to be secured prior to initiating. A Phase 2 scheduling delay also allows time for HMGP-funded property acquisitions to occur, as necessary for an effective floodplain management design. In December 2017, staff submitted a RESTORE application for Phase 2 design funding to the United States Department of Treasury, under the RESTORE Act Direct Component. This application is pending approval, with expected funding allocation in June 2018.

On February 5, 2018, FDEM issued a Notice of Funding Availability Memorandum to announce available funds, as a result of Presidential Disaster Declaration for Hurricane Irma (FEMA 4337-DR-FL). This funding opportunity allows for application submittal for up to 12 property owners in the project area that have expressed interest in grant acquisition, demolition, and open space conversion. While Escambia County did not receive a funding allocation under this event declaration, Escambia County is still eligible for Tier 2 HMGP funding allocation of excess funds remaining after all Tier 1 projects have been funded. Request for funding amount for grant match will follow, if FDEM approves application.

Match funding is required under the HMGP program and other grant programs to pursue additional grant funding. Therefore, budget reallocation of the remaining balance of $29,960 from Century Hazard Mitigation Grant Program Project, Fund 352 “Local Option Sales Tax” (LOST) III, Cost Center 210107, Transportation and Drainage (T&D) Project #12EN2135, to Elevenmile Creek Restoration Project, Fund 352, Cost Center 210107, LOST III, T&D Project #15EN3205, is requested to be utilized as match funds for Hurricane IRMA (FEMA 4337-DR-FL) HMGP-LMS application.

BUDGETARY IMPACT:

Elevenmile Creek Restoration Project, Fund 352, Cost Center 210107, LOST III, T&D Project #15EN3205, has a remaining balance of $5,805, including $29,960 reallocation requested in this recommendation for a total of $35,765.

Funding match has been leveraged utilizing the NFWF funds for Bayou Chico Restoration-Beach Haven Northeast Phase 1 Project that provides 100% federal funding as a global match, under FDEM non-financial agreement #FDEM No. 16NF-00-01-27-01-453, and agreement Modification #1 for FEMA Project #4177-09R, for all Escambia County FEMA 4177 disaster declaration HMGP projects.

Funding of Elevenmile Creek Stream Restoration Design Services, specified in PD# 16-17.011 Phase 2 of Mott Macdonald’s contract, has been submitted to United States Department of Treasury to request $1,131,477.75, direct component RESTORE funding, expected to be awarded in June 2018.

This project is expected to span a period of a minimum of 5 years to a maximum of 7 years, due to acquisition needs for the project, public interaction, regulatory permitting, and construction timing. A project of this magnitude is best served by leveraging LOST funds toward grant applications. Therefore, staff is requesting board approval to allocate $280,000 as planned to be available in “Local Option Sales Tax” (LOST) IV, Cost Center 210106, Fiscal Year (FY) 2020 and $1,400,000 in Fiscal Year (FY 2025), for Bristol Park- Ashbury Hills Area of Elevenmile Creek Stream Restoration project, to provide match funds for

Hurricane IRMA (FEMA 4337-DR-FL) HMGP-LMS application, and other associated project costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents requiring legal sign-off including the grant applications, grant agreements, easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are designated as HMGP sites will be routed for legal sign-off prior to signatory approval by the County Administrator or Chairman, as specified in this recommendation.

PERSONNEL:

Public Works Department/Engineering Division staff will manage this grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy Section 11.A requires Board approval of grants.

IMPLEMENTATION/COORDINATION:

Public Works Department/Engineering Division staff will also administer the grant, as required by the contract agreement.

Attachments

Subgrant Agreement
Aerial Map
BCC 2 19 15
BCC 6 16 16
BCC 12 8 16
BCC 5 25 17
NOFA 4337 with attachments
Letter dated 9 26 17

Contract Number: 16HM-H4-01-27-01-452

Project Number: 4177-08-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND ESCAMBIA COUNTY BOCC

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Escambia County BOCC ("the Recipient") to modify Contract Number 16HM-H4-01-27-01-452, dated July 14, 2016 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of $6,189,379.00, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on April 19, 2018; and

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement, modify the Scope of Work, and increase the Federal Funding by $329,626.00 under the Agreement .

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 3 of the Agreement is hereby amended to read as follows:

   This Agreement shall begin on July 14, 2016 and shall end August 31, 2019, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by $329,626.00, for the maximum amount payable under the Agreement to $6,519,005.00, (Six Million Five Hundred Nineteen Thousand, Five Dollars and No Cents).

4. The Budget and Scope of Work, Attachment A to this Agreement, is hereby modified as set forth in 1st Revision Attachment A to this modification, a copy of which is attached hereto and incorporated herein by reference.

5. All provisions of the Agreement being modified and any attachments thereto in conflict with Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the last execution of this Modification by both parties.

6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this modification as of the dates set out below.

RECIPIENT: Escambia County BOCC

By: _____

Name and Title: Jeff Bergosh, Chairman

Date: _____

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

This Document approved as to form and legal sufficiency
By: _____
Title: _____
Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Michael Kennett, Deputy Director

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/26/18

Attachment A

1st Revision

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to acquire and demolish multiple properties in Cantonment, Escambia County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-8-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Escambia County agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes. All acquisitions activities shall be voluntary and conducted in compliance with 44 CFR Part 80.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to acquire single-family residential properties located in the community's 100-year flood zone, in Cantonment, Florida, 32533.

The (19) nineteen single family residential properties shall be acquired/demolished including the removal or decommission of infrastructure on these properties. The scope of work shall eliminate the historic flooding problems and convert the land to deed-restricted open spacing perpetuity, allowing floodwater to be naturally stored on the property, according to FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)]. The project is part of a comprehensive approach to mitigate flooding issues and restore the floodplain in the Bristol Creek, Bristol Park and Ashbury Hills area.

All required permits, fees, property acquisition and removal or demolition of existing structures and septic tank. Project includes:

The project shall provide protection against a 100-year storm event.

Project Locations:

Address/City/County/State	GPS Coordinates
2700 Silhouette Drive, Cantonment, Escambia County, Florida 32533	30.54696, -87.33146
2703 Silhouette Drive, Cantonment, Escambia County, Florida 32533	30.54641, -87.33184
2703 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.54679, -87.33061
2707 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.54618, -87.33073
2709 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.54588, -87.33077

2711 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.54555, -87.33085
3010 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.54403, -87.33275
3012 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.544286, -87.33323
3016 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.543798, -87.333771
3018 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.5436, -87.33439
3020 Ashbury Lane, Cantonment, Escambia County, Florida 32533	30.543257, -87.333908
9980 Bristol Park Road, Cantonment, Escambia County, Florida, 32533	30.54295, -87.3357
9990 Bristol Park Road, Cantonment, Escambia County, Florida, 32533	30.54326, -87.33571
10010 Bristol Park Road, Cantonment, Escambia County, Florida, 32533	30.5438, -87.33552
10020 Bristol Park Road, Cantonment, Escambia County, Florida, 32533	30.54402, -87.33532
10050 Bristol Park Road, Cantonment, Escambia County, Florida 32533	30.54466, -87.33472
10070 Bristol Park Road, Cantonment, Escambia County, Florida 32533	30.54501, -87.33425
10080 Bristol Park Road, Cantonment, Escambia County, Florida 32533	30.54514, -87.33394
10100 Bristol Park Road, Cantonment, Escambia County, Florida 32533	30.54529, -87.33316

TASKS & DELIVERABLES:

A) Tasks

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed

engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.
The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.
The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.
The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.
The Sub-Recipient shall provide executed contracts with contractors and/or subcontractors to the Division.
The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the acquisition of property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to acquire and demolish property.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   A qualified and licensed Florida contractor shall complete construction activities. The professional of record shall monitor all construction activities. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based paint report, and Final Approval, as applicable.

b) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.

c) Copy of Warranty Deeds

d) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, how they were handled.

e) Letter verifying that potentially hazardous waste, universal waste, and hazardous materials were handled, managed, and disposed in accordance with the requirements of local, state, and federal regulations. Copies of all required hazardous waste permits required by local, state and/or federal agencies must be submitted if any hazardous materials were encountered.

f) Letter verifying if any asbestos containing material, lead-based paint, or other toxic materials were found during construction activities, and that the Sub-Recipient complied with all federal, state, and local abatement and disposal requirements. Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials shall be provided if applicable.

g) Proof of compliance with Project Requirements and Conditions contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to; cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.
Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.
Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.
The Division shall review all submitted requests for reimbursement for basic accuracy of

information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.
Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.
The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of acquiring, demolishing, and removing debris from (19) nineteen properties located in Cantonment, Florida 32533. Land shall be converted to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The completed project shall provide protection against a 100-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.

3) The Sub-Recipient should submit a copy of the Warranty Deed.

4) The Sub-Recipient shall provide a copy of any letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive areas is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant will notify the Florida Division of Historical Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Sub-Recipient shall handle, manage, and dispose of potentially hazardous waste, universal waste, and hazardous materials in accordance with the requirements of local, state, and federal regulations. These materials may include, but are not limited to asbestos, propane cylinders, paints and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, polychlorinated biphenyls (PCBs), other petroleum products, used oil filters, fuel filters, cleaning chemicals, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc. Verification of compliance with all federal, state and local abatement and disposal requirements is required at closeout.

5) If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the Sub-Recipient must comply with all federal, state, and local abatement and disposal requirements under the Toxic Substances Control Act (TSCA). Upon closeout, the Sub-Recipient must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing material (ACM) were taken to an authorized landfill for such materials.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191. The Sub-Recipient shall identify and ensure that any duplication of benefits is properly documented and accounted for in the final mitigation offer.

7) If the Sub-Recipient is not the current titleholder of the affected properties, the Sub-Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the Non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

8) The Sub-Recipient shall ensure that all property acquisition activities are voluntary and conducted in compliance with 44 CFR Part 80. In addition, the Sub-Recipient shall ensure that fair procedures are in place to compensate property owners and tenants affected by this property acquisition. This includes but may not be limited to; determination of property values, the amount of mitigation offers, and the review and resolution of mitigation offer disputes.

9) The Sub-Recipient shall ensure that a title search is conducted on the subject properties. All known encumbrances that are incompatible with open space use shall be revised or extinguished to ensure that each property use in consistent with the open space requirements in 44 CFR Part 80 and applicable guidance.

10) The Sub-Recipient shall obtain a title insurance policy reflecting that all incompatible easements or other encumbrances to the title have been extinguished to demonstrate clear title in conformance with 44 CFR Section 80.17 (b).

11) The Sub-Recipient will comply with the Uniform Relocation Assistance Act and document compliance as appropriate, if applicable.

12) Recording of the deed and required deed restrictions will take place in accordance with State law and within 14 days after the settlement and closing. Sub-Recipient will record each property purchased on the applicable quarterly report

13) The Sub-Recipient shall provide the following documentation for each property:

    a) An executed Declaration and Release Form (FEMA 009-0-3)

    b) An executed Statement of Voluntary Participation Form (FEMA 81-112)

c) An executed copy of the Model Statement of Assurances for Property Acquisition Projects or an equivalent acceptable to the Division and FEMA.

d) A recorded copy of the deed conveying full property interest to Escambia County. This deed must include the necessary elements of FEMA's prescribed model deed restrictions.

e) Project specific information relating to duplication of benefits, as applicable.

14) Documentation demonstrating the market value of each property (pre-event or current, as appropriate) and how the market value was determined.

15) All closeout documentation shall be delivered to the Division 30-days prior to the Period of Performance date.

This is FEMA Project Number **4177-08-R , is** funded under HMGP- 4177-DR-FL

FEMA awarded this project on April 19, 2016; with a Pre-Award date of February 09, 2015; this Agreement was executed on July 14, 2016; and the Period of Performance for this project shall end on August 31, 2019.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Construction Plan/Technical Specifications:	2	Months
Title search, Deed Restriction/Recording:	3	Months
Asbestos Test, Abatement:	2	Months
Environmental, Permitting, Bidding:	2	Months
Demolition:	16	Months
Weather Delays:	2	Months
Final Inspection/Closeout:	3	Months
Total Period of Performance:	**30**	**Months**

BUDGET

Line Item Budget*

	Project Costs	Federal Share
Labor/Demolition:	$598,159.00	$598,159.00
Fees:	$70,076.00	$70,076.00
Pre-Award	$30,000.00	$30,000.00
Acquisition:	$5,485,770.00	$5,485,770.00
Project Management:	$335,000.00	$335,000.00
Total Project Costs:	**$ 6,519,005.00**	**$ 6,519,005.00**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

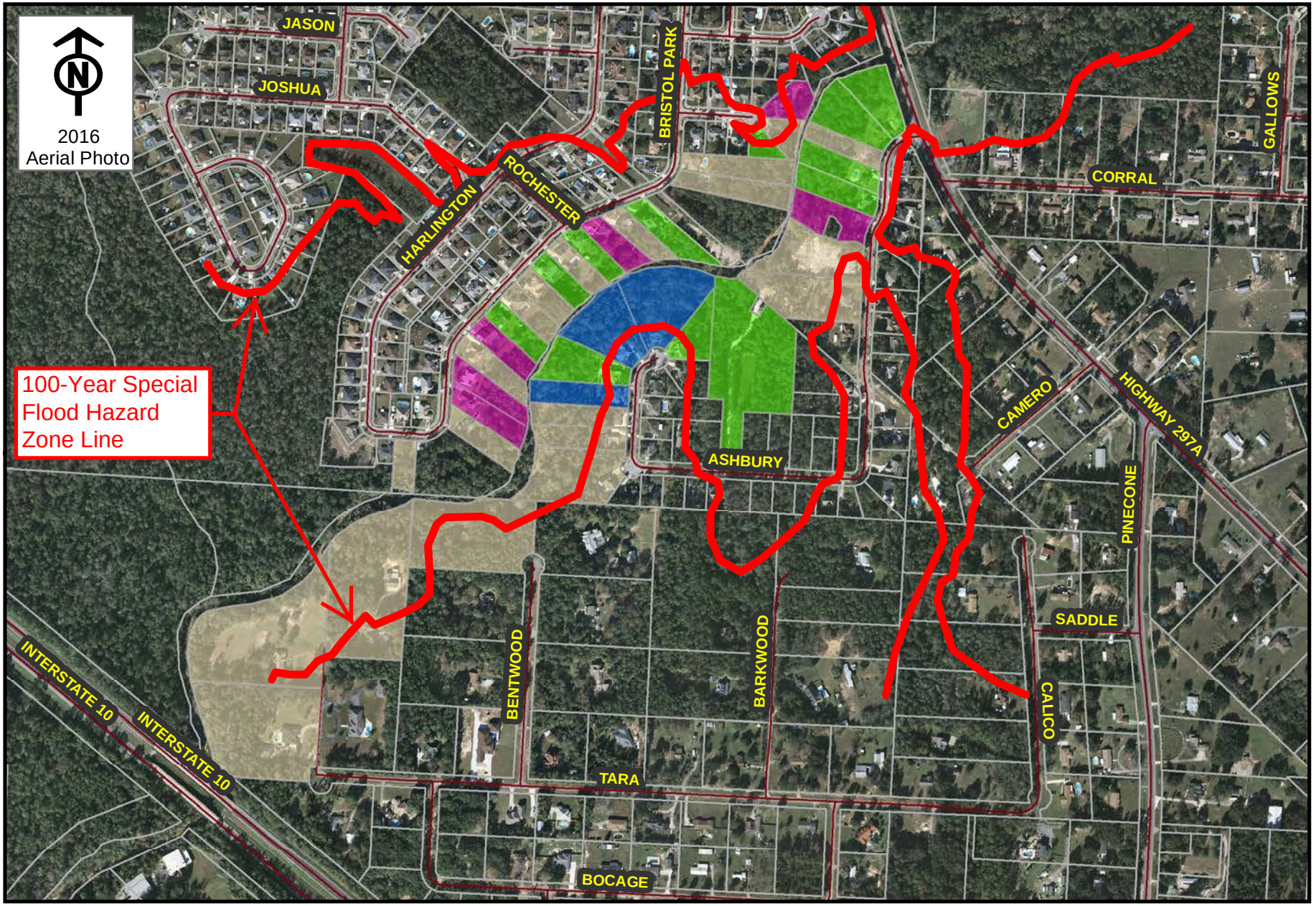
*This project has a Pre-Award, approved by FEMA for costs with a start date of **February 09, 2015.***

This project Global Match is provided by FEMA Project number 4177-09-R.

Funding Summary

Federal Share:	$6,519,005.00	(100.0%)
Total Project Cost:	**$ 6,519,005.00**	**(100.0%)**

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 4/19/18 DISTRICT 5

Existing Grant Eligible for Purchase

Purchased

Grant Modification Number 1

Eligible for Future Grants

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the following drainage projects: Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan; Pin Oak Lane; and Old Corry Field Outfall Property Purchase for Flood Plain Management:

A. Authorize submittal of the following projects and approve the 25% match funding, available in Fund 352, Local Option Sales Tax (LOST) III:

(1) Bristol Creek/Bristol Park/Ashbury Hills Area (Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan):

The general intent of this mitigation project is to provide a complete submittal of a HMGP Grant Application for the Bristol Creek/Bristol Park/Ashbury Hills Area. This area flooded as a result of the April 29-30, 2014, storm event, which resulted in negative impacts to public and private infrastructure and private properties, including approximately 160 homes. This Area, located along and within the FEMA flood hazard zone of Elevenmile Creek, has been flooded in multiple previous severe storm events since development in 1988.

The consultant, Hatch-Mott MacDonald, selected through the abbreviated selection process, is tasked with utilizing existing recorded County data, including the conceptual drainage alternatives presented in the Elevenmile Creek Master Plan Basin Study prepared by Hatch-Mott MacDonald in 1994, the updated Study in 1999 after Hurricane Georges, and the most recently updated information in 2008.

(Continued on Page 30)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

A. Continued…

(1) Continued…

A Property Acquisition Plan for drainage improvements will be prepared with cost estimates and solutions utilizing information provided in the said basin studies, aimed at acquiring funding for the Property Acquisition Plan through the HMGP Grant Program. The HMGP Application will include this Plan, basin study backup documentation, and any other information necessary to secure the maximum amount of HMGP property-acquisition funding that can be secured within the 3-year cycle of the April 2014 event declaration, along with the 25% matching maximum amount the County can feasibly provide. Due to the large scale of this project, property acquisition must be the first step toward implementing drainage improvements for the area.

HMGP Application deadline constraints do not permit design and construction to be considered under this grant cycle. However, staff will pursue and apply for multiple grant opportunities to secure additional funding for this project.

submitted for $8,406,691, revised to $6,189,379.59

Estimated Cost: ~~$5,000,000~~ with a 25% County match of $1,250,000, with global match possibility for a reduction to 0% match funding and 100% grant funding (Funding for the 25% match is available in Fund 352, LOST III, for Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management, Wetland Restoration, and Regional Pond Plan in the Elevenmile Creek Basin - Property Acquisition Plan);

(Continued on Page 31)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

A. Continued…

(2) Pin Oak Lane:

The south end of Pin Oak Lane floods during normal rain events. Jack's Branch Basin Study provides a solution (Recommendation Q10) to extend an alternate roadway connection to Quintette Road to the north. The Grant Application/funding request for this project should include documentation supporting the north roadway extension, restoration of the flood plain at the south end of Pin Oak, property acquisition of several undeveloped lots, and acquisition of one residential lot at 1000 Pin Oak Lane. The residential lot has suffered repetitive flooding as shown on documentation provided by the homeowner. Several other property owners within the flood plain have indicated a willingness to sell their vacant property to the County due to wetland jurisdiction lines and identified flood plain lines that may restrict practical development of these properties. County staff has also contacted property owners at the north end of Pin Oak Lane to discuss the County's Grant Application and intent to acquire property for the north roadway extension to Quintette Road.

The FEMA Flood Insurance Rate Map (FIRM) does not identify this area as a special flood hazard flood area, because the FEMA study did not extend to the area east of Highway 29. However, the Jacks Branch Basin Study does indicate that the south end of Pin Oak Lane is located in the flood plain. FEMA has been notified of this discrepancy through the Water Management District, and the area is currently under study to consider map amendments.

Estimated Cost: $1,500,000 with a 25% County match of $375,000, with global match possibility for a reduction to 0% match funding and 100% grant funding (Funding for the 25% match is available in Fund 352, LOST III, for Pin Oak Lane [Drainage Basin funds]); and

(Continued on Page 32)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

A. Continued…

(3) Old Corry Field Outfall (Property Purchase for Flood Plain Management (aka Jackson's Creek Property Purchase):

This property purchase is for the Jackson Lakes portion of the approved National Fish and Wildlife Federation (NFWF) Grant for Bayou Chico Restoration approved for funding in December 2014. The NFWF grant does not provide for property acquisition. The Grant Application/funding request for this project should be to utilize the NFWF Grant funding as the Grant match for property acquisition. This project is referenced in the NFWF Grant as Jackson's Creek Stream Restoration and Floodplain Expansion, as it is one of the five projects listed in the Bayou Chico Restoration NFWF Grant. The stream/drainage way is also known as the Old Corry Field Outfall or the Pete Moore ditch. Property immediately adjacent to the north side of the stream/drainage way, located at 121 New Warrington Road, is suitable for restoration and floodplain expansion purposes.

The HMGP Application will focus on securing funding for property acquisition located at 121 New Warrington Road, to support the NFWF Grant for flood plain expansion. The property of interest is owned by the Pugh Family Limited Liability Company, and currently operates as Pensacola Storage Inn, a storage rental facility. This property has flooded repeatedly and is located within the calculated 100-year flood plain.

Estimated cost: $750,000 with a 25% County match of $187,500. However, NFWF funding is expected to be used as a Grant match for a reduction to 0% match funds and HMGP providing for 100% of the project funding (Funding match will be leveraged utilizing the NFWF funds for Bayou Chico Restoration as a global match, for Old Corry Field Outfall Property Purchase for Flood Plain Management);

(Continued on Page 33)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for these three projects;

C Authorize the County Administrator or his designee, subject to Legal review and sign-off, to execute the subsequent Grant Applications for these three projects; and

D. Accept, subject to Legal review and sign-off, Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance, as may be required from property owners of Escambia County, whose properties are designated as HMGP sites.

Approved 4-0, with Commissioner Robertson having left the meeting

13. Recommendation: That the Board take the following action concerning establishing a Design Team and reorganizing the Transportation and Traffic Operations Division:

A. Authorize the creation of two Local Option Sales Tax-funded positions, a Design Engineer and a Lead Drafter/Project Coordinator, per the provided job descriptions and organization charts;

B. Authorize the one-time capital and/or operational expenditure for necessary equipment (Design Team) at approximately $102,742, and the annual recurring software fees for approximately $12,317, per the provided "Design Team Costs" spreadsheet; and

C. Authorize the reorganization of the Transportation and Traffic Operations Division, per the provided organization charts, and the creation of a Division Manager position, which will be advertised internally to Public Works and will eliminate the vacancy created from internal recruitment, which will result in a net zero increase in Full-Time Employees.

Approved 4-0, with Commissioner Robertson having left the meeting

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-32. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 32, as follows, with the exception of Items 17 and 19, which were held for separate votes, as amended to drop Items 1, 12.A.(1), and 15:

1. Dropping the recommendation that the Board adopt the Resolution approving Supplemental Budget Amendment #164, Community Redevelopment Block Grant Fund (129), in the amount of $281,868, recognizing Funds from the sale of voluntary tax credits and appropriating these Funds to assist the City of Pensacola in remediating the site known as the Corrine Jones Park.

2. Taking the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the Bristol Creek/Bristol Park/Ashbury Hills Area, Lake Charlene Warrington Drainage Area Project, and the Beach Haven Northeast Phase 1, Drainage and Sanitary Sewer Project (Global Match):

   A. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-08-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Bristol Creek/Bristol Park/Ashbury Hills Area, providing for 100% Federal funding, with Local Global Match approval, awarded at $6,189,379;

   B. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-19-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Lake Charlene Warrington Drainage Area, providing for 100% Federal funding, with Local Global Match approval, awarded at $314,274;

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-32. Approval of Various Consent Agenda Items – Continued

2. Continued…

C. Approving the *Non-Financial Subgrant Agreement, Escambia County*, Project Number 4177-09-R, between the State of Florida, Division of Emergency Management and Escambia County Board of County Commissioners, for the Local Global Match applied to projects 4177-08-R and 4177-19-R, for the Beach Haven Northeast Phase 1 Drainage and Sanitary Sewer Project, as the fully qualified and eligible project for Local Global Match;

D. Ratifying the December 11, 2014, and February 19, 2015, Board approval authorizing the County Administrator to execute any subsequent Agreements and Program-related documents for these projects, specifically the Local Global Match Application, as referenced in the February 19, 2015, Board Minutes, and specifically authorizing execution of the application to leverage Funds for Local Global Match for these projects;

E. Authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

F. Authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for these projects; and

G. Accepting, subject to Legal review and sign-off, any Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are part of the project scopes.

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

Section (19), Mandated Conditions, Subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

A. Approving the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP;

B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

A. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

(Continued on Page 60)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued…

B. Authorizing staff to pursue property and/or partial parcel acquisition from other willing owners, specifically located along the creek bank of Eleven Mile Creek, by first seeking Scope of Work amendments to Federally-Funded Subgrant Agreement, Project Number 4177-08-R, Agreement #16HM-H4-01-27-01-452, from the State of Florida, Division of Emergency Management (FDEM);

C. Requesting a modified Grant Agreement, allowing use of funds for purposes of construction;

D. Authorizing staff to continue with the purchase procedures, as outlined in Section 46-139 of Escambia County Code of Ordinances and consistent with FEMA acquisition requirements, which includes the process for the property owner to appeal the appraised value;

E. Authorizing staff to continue with acquisition, in accordance with Section 46-139 of Escambia County Code of Ordinances, for the vacant parcels along the creek bank of Eleven Mile Creek; and

F. Authorizing staff to prepare contracts for consideration and final approval by the Board.

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, authorizing staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed.

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board take the following action concerning additional Hazard Mitigation Grant Program (HMGP) funding for Hurricane Matthew DR-4283 from the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), for the Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management in the 11 Mile Creek Basin (Funding: Funding for the 25% match is available in Fund 352, LOST III, Project #12EN1763, "Delano Avenue Drainage Improvements Project"):

A. Authorize submittal of the following project and approve funding of the 25% match as available in Fund 352, “Local Option Sales Tax (LOST) III":

Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management in the 11 Mile Creek Basin - Property Acquisition Plan:

The general intent of the mitigation project is to provide submittal of an HMGP grant application for Hurricane Matthew DR-4283 to supplement the Bristol Creek/Bristol Park/Ashbury Hills Area project that flooded as a result of the storm event which occurred April 29-30, 2014. The flood resulted in a negative impact to both public and private infrastructure, including approximately 160 homes and private properties. This area has flooded repeatedly during several previous severe storm events, since the development of the area started in 1988, as this area is located along and within the FEMA flood hazard zone of 11 Mile Creek.

Staff’s intent has always been to apply to multiple grant sources to secure additional funding for this project, utilizing LOST funds as the required matching funds.

Estimated Cost: 25% of $4,434,744 ($1,108,686);

B. Approve, and authorize the Chairman to sign, the FEMA HMGP Application DR-4283 for the Bristol Park Area Acquisitions;

C. Authorize the Chairman to execute, subject to legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets;

D. Authorize the County Administrator or his designee, subject to Legal review and sign-off, to execute subsequent grant applications for this project; and

(Continued on Page 36)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued…

E. Accept, subject to Legal review and sign-off, Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are designated as HMGP sites.

Approved 4-0, with Commissioner Robinson absent

22. Recommendation: That the Board take the following action concerning the Joint Project Agreement (JPA), Financial Project Number: 436739-3-58-01, between the State of Florida Department of Transportation and Escambia County for the purchase of Traffic Signal Controller Replacements for Escambia/Santa Rosa Counties (Budgetary Impact: FDOT will reimburse the County for direct costs of purchasing traffic signal controllers in an amount up to, but not to exceed, $140,000; installation costs for Escambia County are included in the current Traffic Signal Maintenance and Compensation Agreement funded by FDOT; all other jurisdictions will handle their own installations; there are no matching funds required):

A. Approve, and authorize the Chairman to sign, the JPA between the State of Florida Department of Transportation and Escambia County for the Purchase of Traffic Signal Controller Replacements; and

B. Approve, and authorize the Chairman to sign, the Resolution.

Approved 4-0, with Commissioner Robinson absent

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

MEMORANDUM

To: Local Governments, State and Regional Agencies, Indian Tribal Governments, Local Mitigation Strategy Working Groups, and Private Non-Profit Organizations Submitting Hazard Mitigation Grant Program Applications for Hurricane Irma (DR-4337)

From: Wesley Maul, State Coordinating Officer — Miles E. Anderson, for

Subject: Hazard Mitigation Grant Program Notice of Funding Availability

Date: February 5, 2018

Program Summary

The Florida Division of Emergency Management (the Division) is pleased to announce the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Irma (**FEMA 4337-DR-FL**).

HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act. This funding helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. The Division encourages all potential applicants to submit applications for projects that address eligible mitigation activities. The amount of HMGP funding available to the state is based on the total federal disaster assistance for the Presidential Disaster Declaration.

Application Timeline

Applications are currently being accepted. The application period will close **August 6, 2018. Applications mailed to the Division must be postmarked on or before August 6, 2018. Hand-delivered applications must be stamped in at the Division no later than 5:00 p.m. EDT on August 6, 2018.** The Division encourages potential applicants to submit complete applications before the close of the application period.

Applications will only be accepted from eligible applicants as defined in the *Minimum Program Eligibility* section of this notice.

Please provide one original and two copies of the State of Florida Hazard Mitigation Grant Program Application and all appropriate attachments. **In addition, include a full**

copy of the submittal and all documentation on CD. The application and all other pertinent forms may be obtained at the Division's website located at https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/ in the section HMGP Application and Resources.

Completed applications must be sent to the following address:

ATTN: Kathleen Marshall, Hazard Mitigation Grant Program
Florida Division of Emergency Management
Mitigation Bureau
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Minimum Program Eligibility

Eligible Applicants: According to the Code of Federal Regulations (CFR) 44 §206.434(a), the following parties are eligible to apply for Hazard Mitigation Grant Program funds:

- State and local governments who have an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR 201.6, prior to receipt of HMGP subgrant funding for projects;
- Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in §206.221(e); and
- Indian tribes or authorized tribal organizations.

However, be advised that pursuant to 27P-22 of the Florida Administrative Code, all project applications must go through the Local Mitigation Strategy Working Group (LMSWG) of the county where the project will take place. Any application sent to the Division without a signed endorsement letter, from either the Chair or Vice-Chair of an LMSWG, will be denied.

Eligible Activities: Activities include mitigation projects that will result in protection of public or private property from natural hazards. Activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects include, but are not limited to, the following:

- Acquisition or relocation of hazard-prone structures;
- Retrofitting of existing buildings and facilities that will result in increased protection from hazards;
- Elevation of flood-prone structures;
- Infrastructure protection measures;
- Stormwater management improvements;
- Minor structure flood control;

- Flood diversion and storage;
- Aquifer storage and recovery;
- Floodplain and stream restoration;
- Residential and community safe room construction;
- Generators for a critical facility, provided they are cost-effective, contribute to a long-term solution to the problem that they are intended to address, and meet other project eligibility criteria as required by 44 CFR §206.434(c); or generators that are an integral part of a larger eligible project.

Ineligible Activities: The state will **not** consider funding requests for the following:

- Construction of new facilities (Nevertheless, the cost associated with above-code upgrades to new facilities may be considered);
- Equipment such as emergency pumps, vehicles, and communication devices;
- Stand-alone studies, design, and planning-related activities;
- Tree removal, debris removal, and other forms of maintenance; or
- ***Projects already in progress*** *(Construction may not begin until the contract between the State and subrecipient is executed and the project has met requirements of the National Environmental Policy Act).*

Eligibility Criteria: All projects submitted must meet *minimum criteria* to be considered for funding. An eligible project must:

- Conform to the requirements stated in this Notice of Funding Availability;
- Conform to the Florida State Hazard Mitigation Plan and the respective community's LMS;
- Conform to the funding priorities for the disaster, as established in the appropriate LMS;
- Demonstrate cost-effectiveness;
- Be technically feasible;
- Benefit the designated disaster area;
- Conform to all applicable environmental laws and regulations, as well as Executive Orders;
- Solve a problem independently or constitute a functional part of a solution;
- Benefit a National Flood Insurance Program (NFIP) participating community that is not on probation or suspended from the NFIP; and
- Meet all applicable State and local codes and standards.

Cost-Share Requirements

Under the HMGP, FEMA will contribute up to 75 percent of the total amount approved under the grant award to implement eligible, cost-effective mitigation measures. The applicant must provide the remaining 25-percent non-federal share. Contributions,

cash, and in-kind services are acceptable as part of the non-federal share. Requirements for in-kind contributions can be found in 2 CFR §200.306. In-kind contributions must be directly related to the eligible project cost and are those personnel, materials, equipment and supplies owned, controlled, and operated by the applicant or a third party contributor.

Applicants may use the Global Match concept as part of the 25-percent non-federal share. Global Match permits a potential applicant to meet the non-federal share match by receiving credit for state and/or local government funds that were committed to a similar type of project(s). These similar, **non-federally** funded projects must meet all of the HMGP eligibility requirements. This means that if Global Match is approved, the applicant may receive up to 100 percent federal share.

Pre-Award Costs

Prior to receiving a grant award, pre-award costs may be requested. Pre-award costs include items such as engineering, environmental study, permitting, and other "soft" costs associated with a construction project. *Construction activities are not considered pre-award costs*. Pre-award costs must be requested in writing. Guidelines for pre-award costs are included in *Attachment A*.

Project Management

Administrative costs are eligible and available upon request. The amount requested must be included as a line item in the project budget of the project application and labeled as "administrative." Be advised that the inclusion of administrative costs will affect your overall benefit-costs score.

County Funding Allocation

To ensure funds are distributed equitably, designated counties have been assigned a portion of the total HMGP grant. The amount is based on a calculation of the proportional share of the total federal assistance under the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) programs as of January 2018. Commitment of project funds by the Division is contingent upon receipt of appropriate Legislative Budget Authority.

These figures are shown in *Attachment B* and represent the estimated amount of HMGP funds currently available. HMGP funding is available only to those counties that have a current FEMA-approved LMS. Project applications will be considered only if:

(1) The application is accompanied by an endorsement by the LMS Chairperson or Vice-Chairperson stating that the project is included in the current LMS; and,

(2) If more than one project is submitted, the endorsement indicates the prioritization. A sample project submission letter is shown in *Attachment C.*

The Division will attempt to fund each submitted project in priority order until the county's allocation has been exhausted. In accordance with Florida Administrative Code (F.A.C.) 27P-22.006, the Division uses the following tiered allocation system up until the State application deadline with FEMA:

Tier 1 The available HMGP funds are allocated to counties included in the relevant Presidential Disaster Declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) Disaster Loan Program as of 90 days after a Disaster Declaration as reported by FEMA. Eligible projects submitted by each county included in the relevant Presidential Disaster Declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted or all eligible projects are funded.

Tier 2 Any allocation remaining after all eligible projects in any declared county are funded shall be re-allocated to those counties included in the relevant Presidential Disaster Declaration whose allocation was not sufficient to fund all submitted eligible projects. The order of priority for re-allocating funds is detailed in *Attachment D.*

Tier 3 In the event funds remain after the Tier 1 and Tier 2 processes, any remaining funds will be offered on a statewide basis as described in *Attachment D.*

Please see *Attachment D* for a detailed explanation of funding tiers.

Funding Availability and Notification

FEMA notifies the State of HMGP funding availability at the following milestones:

1. Initial 90-Day Estimate

This is an early estimate only and not an actual commitment of funding by FEMA. Funding may increase or decrease based on actual disaster claims during the declaration period. These estimates are provided for planning purposes and to jump-start the HMGP application process.

2. Obligation prior to 12 Months

Prior to the 12-month lock-in, FEMA will only obligate funds up to 75% of any current estimate. This is to eliminate the risk over obligating funds for any given disaster in the event the 12-month lock-in is lower than initially estimated.

3. 12 Months from the Date of Declaration

This represents the State's Lock-in Amount. It is the maximum amount available the state can expect to receive from FEMA. In rare occurrences, FEMA may conduct a

subsequent review 18 months after the declaration, but only at the request of the State. The estimate from that review may cause the final lock-in to fluctuate up or down depending on the findings.

It is important for potential applicants to recognize that HMGP funds are contingent upon FEMA's reexamination of the disaster figures at the given time intervals. A county's funding allocation can increase or decrease after it has submitted an application.

Technical Assistance

Due to the large impact of Hurricane Irma across the state, the Division is in the process of scheduling HMGP application development workshops webinars, as opposed to the standard in-person workshops. The webinars will focus on a handful of counties at a time so that project-specific concerns can still be addressed by state staff. The Division is in the process of scheduling these webinars and will be in touch with each county in the next few weeks to finalize dates and times. Please check the Division's website www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program for additional technical guidance. The Division will provide technical assistance throughout the application process. This includes assistance with the application process, Benefit Cost Analysis, Engineering Feasibility and Environmental/Historical Preservation Compliance. If there are any questions regarding the allocation of funds or the project review and selection criteria, please call Bureau staff at one of the following numbers:

Program Eligibility: (850) 815-4503 or (850) 815-4537

Environmental: (850) 815-4575

Engineering and Technical Feasibility: (850) 815-4573

For additional information and technical assistance, please refer to FEMA's *Hazard Mitigation Assistance Guidance* document available at https://www.fema.gov/media-library/assets/documents/103279.

To assist you in submitting qualified project applications, the *Hazard Mitigation Grant Program Application* and the following attachments are located on the Division website https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program:

Attachment A: *Pre-award Cost Guidance and Form*
Attachment B: *Initial Estimate of Available HMGP Funding*
Attachment C: *Sample LMS Project Submission Letter*
Attachment D: *Florida Administrative Code 27P-22*
Attachment E: *Data Collection Worksheet Notice*

WM/km
Attachments

Attachment A

Guidance on Pre-Award Cost Associated with HMGP Projects

Pre-award costs are costs incurred by a sub-recipient before the grant was awarded. Any and all pre-award costs associated with an HMGP project must be incurred after the date of declaration of a disaster under which the project is proposed for funding (GAO 10-129).

All **construction** associated with an HMGP project must be incurred after approval by FEMA and after the State of Florida and the sub-recipient have executed a project contract. According to Webster's II New Riverside Dictionary Revised Edition, the word construction means "the act, process, or work of building." Breaking ground, installing a shutter, taking out a window to replace with impact glass, are all examples of "construction."

FEMA may approve pre-award costs. These costs include study or research required to plan a construction project. Such activities may include engineering, modeling, permitting, environmental study, benefit-cost analysis, etc. These are soft costs and not to be confused with hard construction costs. Construction costs may not be included as pre-award costs. Pre-award costs must be factored into total project costs and included in the benefit-cost analysis calculations.

The applicant may request pre-award costs any time after the disaster declaration. The request must be in writing and include the type of activity or activities proposed and estimated cost. All pre-award activity must clearly be associated with the applicant's proposed project. The State and FEMA will do a preliminary review of the request and may concur that the activities are necessary for the type of project envisioned or may consult with the applicant on an identified activity that the State or FEMA does not feel is necessary for a proposed project. Conversely, the State or FEMA may suggest additional study or research the applicant has not identified for a particular project. Review by the State and FEMA of pre-award activities may save money and time for the State, FEMA, and the applicant. Letters and documentation of all pre-award activities will need to be submitted to the State with the project application. ***Preliminary review by the State or FEMA of pre-award activities is no guarantee of eligibility or approval of the activities or the proposed project.*** FEMA will provide a written final determination on the pre-award request.

An alternative is for the applicant to request approval of pre-award cost by letter attached to the project application. The request must include the type of activity or activities and costs incurred by the applicant. There is greater risk to the applicant with this alternative that incurred costs may not be considered eligible.

If the proposed project meets all eligibility criteria and is approved by FEMA, then pre-award costs identified by the applicant prior to project submittal, or identified by the applicant in documentation attached to the application, will be considered project costs eligible for 75/25 reimbursement (same as other project costs).

All pre-award costs are subject to an approved grant award and available funding. If funding is not available, even if pre-award costs are approved in writing, they will not be reimbursed and will be solely the responsibility of the applicant.

REFERENCES

General Accounting Office, Principles of Federal Appropriations Law, Volume II, January 2004

Excerpts from OMB Cost Principle Circulars:

2 CFR §200.458 – Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.

2 CFR §200.309 – A non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance (except as described in §200.461 Publication and printing costs) and any costs incurred before the Federal awarding agency or pass-through entity made the Federal award that were authorized by the Federal awarding agency or pass-through entity.

44 CFR §206.439(c) further explains the pre-award cost regulations as allowable costs under HMGP.

2 CFR §200 Subpart E lists the applicable cost principles for HMGP applicants including: governments, private non-profits, and educational institutions.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

HAZARD MITIGATION ASSISTANCE PROGRAM
PRE-AWARD COST REQUEST FORM

To request Pre-Award Costs, please complete this form and submit with your project application. All ELIGIBLE pre-award costs are subject to an approved grant award and availability of funding. If funding is not available or the project is not approved, pre-award costs will NOT be reimbursed and will be the sole responsibility of the applicant. If your project is approved and pre-award costs are eligible, the cost share for the reimbursement of these activities is up to a 75/25 split.

Disaster: _____

Applicant: _____

Project Title: _____

Start Date for Pre-Award Activities:
Pre-award costs associated with this request incurred prior to the date of declaration are NOT eligible. These costs include: study or research to plan project, engineering, modeling, permitting or environmental study. ***These costs must be reflected as a line item in the project budget.*** *Construction costs should NOT be included. Construction activities may NOT begin until after a contract has been fully executed with the State for this project.*

Activity	Estimated Cost	Estimated Start Date

Point of Contact Information:

Name: **Title:**

Agency: _____

Address: _____

Phone: _____ **Email:** _____

Authorizing Agent:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Attachment B

FEMA-4337-DR-FL, Hurricane Irma

90-Day Estimate

County	Regular Projects HMGP Funding	25% Match Required
Alachua	$ 5,369,831.81	$ 1,789,943.94
Baker	$ 971,844.64	$ 323,948.21
Bay	$ -	$ -
Bradford	$ 2,798,997.76	$ 932,999.25
Brevard	$ 35,574,524.88	$ 11,858,174.96
Broward	$ 80,987,604.40	$ 26,995,868.13
Calhoun	$ -	$ -
Charlotte	$ 5,674,631.17	$ 1,891,543.72
Citrus	$ 3,324,749.37	$ 1,108,249.79
Clay	$ 14,047,511.75	$ 4,682,503.92
Collier	$ 48,905,631.47	$ 16,301,877.16
Columbia	$ 2,054,899.58	$ 684,966.53
DeSoto	$ 2,740,769.93	$ 913,589.98
Dixie	$ 600,973.57	$ 200,324.52
Duval	$ 35,690,565.59	$ 11,896,855.20
Escambia	$ -	$ -
Flagler	$ 7,744,346.31	$ 2,581,448.77
Franklin	$ -	$ -
Gadsden	$ -	$ -
Gilchrist	$ 596,705.63	$ 198,901.88
Glades	$ 1,281,029.09	$ 427,009.70
Gulf	$ 6,609.38	$ 2,203.13
Hamilton	$ -	$ -
Hardee	$ 2,160,081.96	$ 720,027.32
Hendry	$ 3,839,439.80	$ 1,279,813.27
Hernando	$ 4,776,464.55	$ 1,592,154.85
Highlands	$ 14,261,194.09	$ 4,753,731.36
Hillsborough	$ 27,061,571.60	$ 9,020,523.87
Holmes	$ 2,834.04	$ 944.68
Indian River	$ 3,978,805.97	$ 1,326,268.66
Jackson	$ 4,176.75	$ 1,392.25
Jefferson	$ -	$ -
Lafayette	$ 217,197.93	$ 72,399.31

County	Regular Projects HMGP Funding	25% Match Required
Lake	$ 13,875,079.31	$ 4,625,026.44
Lee	$ 63,843,086.19	$ 21,281,028.73
Leon	$ -	$ -
Levy	$ 813,211.47	$ 271,070.49
Liberty	$ -	$ -
Madison	$ -	$ -
Manatee	$ 8,309,635.68	$ 2,769,878.56
Marion	$ 14,294,637.29	$ 4,764,879.10
Martin	$ 2,926,721.21	$ 975,573.74
Miami-Dade	$ 168,980,208.39	$ 56,326,736.13
Monroe	$ 89,656,770.94	$ 29,885,590.31
Nassau	$ 2,766,159.52	$ 922,053.17
Okaloosa	$ -	$ -
Okeechobee	$ 2,416,369.14	$ 805,456.38
Orange	$ 43,935,460.13	$ 14,645,153.38
Osceola	$ 13,177,063.74	$ 4,392,354.58
Palm Beach	$ 39,564,891.27	$ 13,188,297.09
Pasco	$ 11,805,235.41	$ 3,935,078.47
Pinellas	$ 32,923,179.86	$ 10,974,393.29
Polk	$ 37,610,411.62	$ 12,536,803.87
Putnam	$ 6,028,278.65	$ 2,009,426.22
Santa Rosa	$ 1,790.18	$ 596.73
Sarasota	$ 8,917,626.81	$ 2,972,542.27
Seminole	$ 20,605,943.40	$ 6,868,647.80
St. Johns	$ 7,420,829.59	$ 2,473,609.86
St. Lucie	$ 11,745,971.54	$ 3,915,323.85
Sumter	$ 2,217,946.94	$ 739,315.65
Suwannee	$ 1,132,762.74	$ 377,587.58
Taylor	$ -	$ -
Union	$ 418,816.07	$ 139,605.36
Volusia	$ 19,819,318.89	$ 6,606,439.63
Wakulla	$ -	$ -
Walton	$ -	$ -
Washington	$ -	$ -
	$ 929,880,399.00	$ 309,960,133.00

Note: The amounts shown are estimates and should be used for planning purposes only. These figures are based upon best available data through December 2017 and are subject to change.

Attachment C

(On agency letterhead)

Date

Mr. Miles Anderson, State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Hazard Mitigation Grant Program (HMGP) applications for FEMA 4337-DR-FL, Hurricane Irma

Dear Mr. Anderson:

The _____ County Local Mitigation Strategy (LMS) working group has approved by vote and prioritized the following projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44 §201.6).

The _____ County LMS group therefore presents the projects below (or in the attachment) in the order that they are to be considered for funding.

FEMA 4337-DR-FL Hurricane Irma

Funding Priority	Project Name or Description	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
1.	Project name	Applicant	3. B. (2)	$000,000	$000,000
2.	Project name	Applicant	1. A. (4)	$000,000	$000,000
3.	Project name	Applicant	2. B. (4)	$000,000	$000,000
Etcetera					

For further information or inquiry, please contact me at insert phone number and email.

Sincerely,

_____, LMS Chair
_____ County LMS

cc:

Attachment D

CHAPTER 27P-22
HAZARD MITIGATION GRANT PROGRAM

27P-22.001	Purpose
27P-22.002	Definitions
27P-22.003	Eligibility
27P-22.004	LMS Working Groups
27P-22.005	Local Mitigation Strategy
27P-22.006	County Allocations and Project Funding
27P-22.007	Application

27P-22.001 Purpose.

This chapter describes the processes for application, project selection and distribution of funds under the Hazard Mitigation Grant Program.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.001.

27P-22.002 Definitions.

(1) "Adoption" means a resolution, ordinance or other formal action taken by the governing body of a county or municipality indicating agreement with and acceptance of the relevant Local Mitigation Strategy.

(2) "Application" means the request for hazard mitigation funding as submitted to the Division of Emergency Management by an Applicant.

(3) "Applicant" means a state agency, local government, Native American tribe or authorized tribal organization or private non-profit organization requesting hazard mitigation funding.

(4) "FEMA" means the Federal Emergency Management Agency.

(5) "Florida Hazard Mitigation Strategy" means Florida's version of the Hazard Mitigation Plan referred to in 44 C.F.R., Part 206, Subpart M and approved by FEMA. The Florida Hazard Mitigation Strategy (Rev. February 26, 2013) is hereby incorporated into this rule by reference. A copy may be obtained by contacting the Division of Emergency Management.

(6) "Hazard" means a condition that exposes human life or property to harm from a man-made or natural disaster.

(7) "Hazard Mitigation" means any action taken to reduce or eliminate the exposure of human life or property to harm from a man-made or natural disaster.

(8) "Hazard Mitigation Grant Program", herein referred to as HMGP, means the program authorized under Section 404 of the Stafford Act and implemented by 44 C.F.R., Part 206, Subpart N, hereby incorporated by reference, a copy of which may be obtained by contacting the Division, which provides funding for mitigation projects as identified in the State Hazard Mitigation Strategy.

(9) "Local Mitigation Strategy" or "LMS" means a plan to reduce identified hazards within a county.

(10) "Project" means a hazard mitigation measure as identified in an LMS.

(11) "Repetitive loss structures" means structures that have suffered two or more occurrences of damage due to flooding and which have received payouts from the National Flood Insurance Program as a result of those occurrences.

(12) "Working Group" is the group responsible for the development and implementation of the Local Mitigation Strategy.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.002, Amended 7-18-13.

27P-22.003 Eligibility.

(1) Eligible types of projects shall include, but not be limited to, the following:

(a) New construction activities that will result in protection from hazards;

(b) Retrofitting of existing facilities that will result in increased protection from hazards;

(c) Elevation of flood prone structures;

(d) Vegetative management/soil stabilization;

(e) Infrastructure protection measures;

(f) Stormwater management/flood control projects;

(g) Property acquisition or relocation; and

(h) Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions.

(2) In order to be eligible for funding, projects shall meet the following requirements:

(a) Conform to the Florida Hazard Mitigation Strategy;

(b) Conform to the funding priorities for the disaster as established in the LMS governing the project;

(c) Conform to 44 C.F.R., Part 9, Floodplain Management and Protection of Wetlands, and 44 C.F.R., Part 10, Environmental Considerations, both hereby incorporated by reference, copies of which may be obtained by contacting the Division;

(d) Eliminate a hazard independently or substantially contribute to the elimination of a hazard where there is reasonable assurance that the project as a whole will be completed; and

(e) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a disaster.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.003.

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current FEMA approved LMS.

(1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.

(2) The Working Group shall include, at a minimum:

(a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;

(b) Representation from all interested municipalities within the county; and

(c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and non-profit organizations.

(3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.

(4) The Working Group shall have the following responsibilities:

(a) To designate a Chairperson and Vice-Chairperson;

(b) To develop and revise an LMS as necessary;

(c) To coordinate all mitigation activities within the County;

(d) To set an order of priority for local mitigation projects; and

(e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a minimum:

1. Changes to the hazard assessment;
2. Changes to the project priority list;
3. Changes to the critical facilities list;
4. Changes to the repetitive loss list; and
5. Revisions to any maps.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.004, Amended 7-18-13.

27P-22.005 Local Mitigation Strategy.

Each LMS shall have the following components:

(1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.

(2) A description of the methods used to engage private sector participation.

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.005.

27P-22.006 County Allocations and Project Funding.

(1) The available HMGP funds shall be allocated to the counties included in the relevant presidential disaster declaration, as defined in Section 252.34(1), F.S., in proportion to each county's share of the federal disaster funding from the Public Assistance, Individual Assistance and Small Business Administration programs as of 90 days after the disaster declaration as reported by FEMA.

(a) Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first.

(b) Any allocation remaining after all eligible projects in any declared county are funded shall be reallocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects in proportion to each county's share of unfunded projects.

(2) If funds remain after all eligible projects under subsection (1) above have been funded, then they shall be applied to fund eligible projects submitted from counties not included in the relevant presidential disaster declaration on a first-come-first-served basis until all available funds are obligated.

(3) Once a project has been selected for funding, the agreement between the applicant and the Division regarding the terms and conditions of the grant shall be formalized by contract.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.006.

27P-22.007 Application.

(1) The following entities may apply for funding under the program:

(a) State agencies and local governments;

(b) Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 C.F.R., § 206.221(e), hereby incorporated by reference, a copy of which may be obtained by contacting the Division; and

(c) Indian tribes or authorized tribal organizations.

(2) The Division shall notify potential applicants of the availability of HMGP funds by publishing a Notice of Funding Availability in the Florida Administrative Register.

(3) Applicants will have not less than ninety (90) days from the date of notification to submit project applications. The opening and closing dates will be specified in the Notice of Funding Availability. Applications mailed to the Division must be postmarked on or before the final due date. Hand-delivered applications must be stamped in at the Division no later than 5:00 p.m. (Eastern Time) on the final due date.

(4) A letter shall accompany each application from the Chairperson or Vice-Chairperson of the LMS Working Group endorsing the project. The endorsement shall verify that the proposed project does appear in the current LMS and state its priority in relation to other submitted projects. Applications without this letter of endorsement will not be considered.

(5) Applications must be submitted using Form No. HMGP, State of Florida Hazard Mitigation Grant Program Application (Effective Date: June, 2012), which is incorporated into this rule by reference, a copy of which may be obtained by contacting the Division or visiting www.floridadisaster.org.

(6) If the Division receives an incomplete application, the applicant will be notified in writing of the deficiencies. The applicant will have thirty (30) calendar days from the date of the letter to resolve the deficiencies. If the deficiencies are not corrected by the deadline the application will not be considered for funding.

(7) Applications are to be delivered or sent to:

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
ATTENTION: Hazard Mitigation Grant Program

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History–New 2-24-02, Formerly 9G-22.007, Amended 7-18-13.

Attachment E

Data Collection Worksheet Notice

If you are submitting project applications for the project types listed below, please follow the link for the appropriate data collection worksheets for your projects. These worksheets will help ensure that the appropriate information is given to the state for each project, and will reduce the time it takes to complete the review of your application.

- Flood Control – Drainage Improvement
- Generator
- Tornado Safe Room
- Hurricane Safe Room
- Wind Retrofit
- Wildfire
- Drought

Worksheets are at the following link in the section HMGP Application and Resources:
https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

September 26, 2017

Mr. Miles Anderson
State Hazard Mitigation Officer
Florida Division of Emergency Management
Bureau of Mitigation Technical Unit
2555 Shumard Oak Boulevard
Tallahassee, FL 32309

RE: DR-4177-08-R, Bristol Park Area Acquisitions Project Modification Request

Dear Mr. Anderson,

Please accept this letter and attachments as Escambia County's (County) official request for a Scope of Work and Budget Modification of the Bristol Park Area Acquisition Project (DR-4177-08-R). Considering risk reduction needs identified in the project area, the County requests to amend its current Scope of Work to remove eleven [11] parcels from the approved grant and increase the Budget to make sufficient funds available to the remaining sixteen [16] parcels. In addition, the County requests to acquire three [3] at-risk parcels submitted to the Florida Division of Emergency Management (FDEM) for consideration during the DR-4177 application period. The nineteen [19] parcels proposed for acquisition will together allow the County to pursue the project's long-term goal of full floodplain restoration for the Bristol Park and Ashbury Hills community as well as in the greater 100- and 500-year floodplain.

In light of development pressure and the need for housing stock in the project area, the Escambia Board of County Commissioners directed project managers to acquire parcels only located along Eleven Mile Creek or considered critical for streambed restoration (See Attachment A). The County has acquired eight Creek-front properties in the original Scope of Work to date per this direction, with two more in progress. Thus, the County requests to remove the eleven parcels noted in Table 1 from the project Scope of Work and Budget. Upon restoring the Eleven Mile Creek streambed, these properties can expect reduced flood risk from the Creek.

Table 1. Parcels Proposed for Removal from Scope of Work

Address	Latitude	Longitude
10011 Bristol Park Road, Cantonment, FL 32533	30.5441330	-87.3364057
10021 Bristol Park Road, Cantonment, FL 32533	30.5443568	-87.3361826
10031 Bristol Park Road, Cantonment, FL 32533	30.5445324	-87.3359664
10061 Bristol Park Road, Cantonment, FL 32533	30.5451846	-87.3353085

10071 Bristol Park Road, Cantonment, FL 32533	30.5453775	-87.3350957
2723 Ashbury Lane, Cantonment, FL 32533	30.543192	-87.330826
2741 Ashbury Lane, Cantonment, FL 32533	30.54270189	-87.3328733
9766 Harlington Street, Cantonment, FL 32533	30.5444417	-87.3368358
9770 Harlington Street, Cantonment, FL 32533	30.5446136	-87.3367002
9840 Harlington Street, Cantonment, FL 32533	30.546092	-87.3353220
9860 Harlington Street, Cantonment, FL 32533	30.5461313	-87.3348402

For further flood risk reduction in the Bristol Park and Ashbury Hills neighborhood, Escambia County requests the addition of three parcels to the project Scope of Work (Table 2). The owners of the three parcels voiced interest in the project after flooding in the DR-4177 event, and submitted voluntary participation documentation with the parcel owners currently listed in the Scope of Work. Escambia County submitted required paperwork and documentation to FDEM in the original grant application, and the County has since reconfirmed the interest of these property owners in moving forward with the project. Addition of these properties is consistent with the Sub-Recipient Agreement Statement of Purpose and Scope of Work: to acquire and demolish single family residences located in the 100-year flood zone in the Bristol Park area, eliminating historic flooding problems and providing land required for long-term stream restoration.

Table 2. Parcels Proposed for Addition to Scope of Work

Address	Latitude	Longitude
3012 Ashbury Lane, Cantonment, FL 32533	30.5440269	-87.3333232
3016 Ashbury Lane, Cantonment, FL 32533	30.543757	-87.333788
3020 Ashbury Lane, Cantonment, FL 32533	30.543227	-87.333908

The same development pressures that prompted targeted acquisition of Creek-front properties also affects the budget for the remaining sixteen parcels in the existing Scope of Work, and for the three parcels proposed for addition. Escambia County has experienced significant market value fluctuations since the original submission of the DR-4177-08-R application; demonstrated by both individual residential appraisals and real estate market research conducted by the Federal Housing Finance Agency. The Pensacola-Ferry Pass-Brent Metropolitan Statistical Area (MSA) real estate market, which encompasses the Bristol Park and Ashbury Hills neighborhoods, reveals that home values in the MSA have risen, on average, by more than 25 percent since 2013 (Escambia County Property Appraiser; Department of Revenue Tax Roll Data). Consequently, the cost increase requested for the nineteen parcels (Attachment B), exceeds the Pre-Calculated Benefits strategy employed for the project's Benefit-Cost Analysis (BCA). Escambia County proposes to modify the Pre-Calculated Benefits of $276,000 per structure to reflect the increase in market values and demonstrate project cost-effectiveness. Attachment D provides further detail on this proposal.

Escambia County is hereby requesting that the Scope of Work and Budget be amended to reflect this modification request. The modification will allow Escambia County to focus on maximizing open space requirements, increasing the drainage capacity and natural flow of Eleven Mile Creek, and alleviating any future concerns for the safety of the affected property owners in the impacted areas. Furthermore, the mitigation activities will also eliminate the need to provide emergency response services, subsidized flood insurance, and Federal disaster assistance to residents. Please find attached to this letter the supporting documentation that correlates to each parcel identified in the Escambia County Scope of Work and Budget Modification Request, as well as a revised project Budget for your consideration. Please contact me directly at 850-595-3419 or CACURB@co.escambia.fl.us if you have any questions or need further documentation.

Sincerely,

Christopher A Curb

Digitally signed by Christopher A Curb
DN: cn=Christopher A Curb, o=Public Works, ou=Engineering, email=cacurb@myescambia.com, c=US
Date: 2017.09.27 09:51:39 -05'00'

Christopher "Chris" A. Curb, Stormwater Engineering Manager
Escambia County Engineering
Division of Public Works

Attachments:

- **Attachment A**: Scope Amendment and Project Description Documents
- **Attachment B**: Cost Estimate Summary and Back-up Documentation
- **Attachment C:** Individual Property Information
- **Attachment D**: Benefit-Cost Analysis Memorandum
- **Attachment E:** Environmental and Historic Preservation Review
- **Attachment F**: Required Sub-Applicant Documents

Cc: Steven Barry, Commissioner, District 5
Jack Brown, Escambia County Administrator
Joy D. Blackmon, PE, Public Works Director, County Engineer
Kathleen Marshall, HMGP Administrator, Florida Division of Emergency Management
Velma Noel, HMGP Project Manager, Florida Division of Emergency Management

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14077 **County Administrator's Report 11. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Contract Extension for Landrum Staffing Services, Inc. / Youth Emplyment Program
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreement Renewal for Youth Employment Program Participants - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve 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. Authorize 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.

[Funding Source: Fund 001, General Fund, Cost Center 130201, and Object Code 53401]

BACKGROUND:

The Board approved the implementation of the Escambia County Youth Employment Program on May 4, 2017. The Youth Employment Program offers employment opportunities to Escambia County residents who meet specific criteria, with one being the age of 16 through 20 years old.

The Board approved the issuance of a purchase order to Landrum Staffing Services, Inc. on May 25, 2017 for Fiscal Year 16-17.

The Board approved the agreement between Landrum Staffing Services, Inc. on June 8, 2017 for a term of one year with two (1) year renewals.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 130201, and 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:

Neighborhood & Human Services Department will implement this program in coordination with identified county departments and constitutional officers. The Office of Purchasing will

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Attachments

Original Agreement

Escambia County
Clerk's Original

6/8/2017 CAR II-U

STATE OF FLORIDA
COUNTY OF ESCAMBIA

STAFFING AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND LANDRUM STAFFING SERVICES, INC.

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and Landrum Staffing Services, Inc., a for-profit corporation authorized to conduct business in the State of Florida, (hereinafter referred to as "Contractor") with administrative offices at 6723 Plantation Road, Pensacola, Florida 32504 (at times referred to as "party" or "parties" or "agency" or "agencies").

Verified By: K. McLeod
Date: 6-15-2017

WITNESSETH:

WHEREAS, Escambia County has legal authority to perform general governmental services within its jurisdiction; and

WHEREAS, Escambia County has determined that it is in the best interests of the health, welfare, and safety of the community for the County to develop the Escambia County Youth Employment Program (hereinafter referred to as "ECYEP"); and

WHEREAS, the ECYEP will serve youth between the ages of 16 and 20 years old who reside in the County and whose total household income meets the 200% poverty level guidelines and will further provide these individuals with meaningful work experience; and

WHEREAS, Contractor is a temporary staffing firm engaged in the business of assigning its employees to perform services for clients, and providing related management and human resources services; and

WHEREAS, the Contractor is a source of employment staffing services for minors under the age of 18; and

WHEREAS, on May 25, 2017 the Board of County Commissions voted to approve the Contractor as a single source provider for the ECYEP and authorized a purchase order to the Contractor for the services as provided herein.; and

WHEREAS, the County desires to enter an agreement with the Contractor for the provision of such services as set forth herein.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon filing a fully executed agreement with the Office of the Clerk and shall continue for a term of one (1) year, unless terminated earlier pursuant to paragraph 4. Upon agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

   The County may unilaterally extend this Agreement up to 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 initial term. The total duration of this Agreement shall not exceed the duration of three (3) years and six (6) months.

3. Scope.

   A. Contractor. Contractor agrees to perform in accordance with the following terms and conditions:

      1. The Contractor shall provide the County the services of the Contractor's employees (hereinafter referred to as "Assigned Employees") for the Escambia County Youth Employment Program.
      2. The Contractor shall assume responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving Assigned Employees with respect to compensation that Contractor has agreed to pay.
      3. The Contractor shall certify I-9 forms and verify eligibility to work through the E-verify program for all employees assigned to the County.
      4. The Contractor shall offer to all eligible Assigned Employees who perform work for the County, health care coverage that meets the minimum requirements of the Patient Protection and Affordable Care Act and implementing regulations (collectively the "ACA"), including the market reform provisions, the minimum value requirements and the affordability requirements of the ACA.
      5. The parties intend that the Contractor and not the County be deemed the common law employer (within the meaning of 26 C.F.R. §31.3401© -(1)) of Contractor Assigned Employees.
      6. Regardless of the foregoing, the parties nevertheless intend to satisfy the requirements of 29 C.F.R §54.4980H – (4)(b)(2), under which an offer of group health plan coverage made by a temporary staffing firm is treated as an

offer of coverage by an unrelated entity for purposes of Internal Revenue Code §4980H, provided that certain criteria are satisfied.

7. The Contractor shall charge the County an additional fee of $0.12/per hour worked for each Assigned Employee. This fee will be listed as a separate line item on each invoice to the County.
8. The Contractor shall invoice the County for services provided in accordance with this Agreement. The County's handwritten or electronic signature on the Contractor's time sheets certifies that the performed services shown are correct and that the work was performed to the County's satisfaction and further authorizes the Contractor to bill the County for the services performed by the named Assigned Employee.
9. The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VII of the Civil Rights Act of 1964, as amended. The Contractor shall not discriminate in referrals against any person because of race, color, sex, religion, disability, age, national origin, veteran status, or other protected status.
10. The Contractor shall perform necessary background checks and drug screenings on all Assigned Employees. At the County's request, the Organization shall provide copies of any Assigned Employee's background check which shall remain confidential.
11. The Contractor shall acquire all necessary insurance policies and shall name the County as an additional insured.

B. County. County agrees to perform in accordance with the following terms and conditions:

1. In exchange for the Contractor's provision of the scope of services referenced in Section 3(A) above, County shall pay Contractor in accordance with bill rates attached hereto as Exhibit **"A"**.
2. The County shall assign tasks to the Contractor in writing utilizing work orders related to a blanket purchase order or by individual purchase order. The task(s) to be completed shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. 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.
3. The Contractor may request payment from the County by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for services rendered with appropriate supporting documentation.
4. 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.

5. The County understands that unpaid accounts may be considered in default after thirty (30) days. Interest of 1.5% per month will be charged on unpaid fees more than 30 days past due. The County agrees to reimburse the Contractor for all reasonable costs of collection, including attorneys' fees.
6. In the event a portion of any invoice is disputed, the undisputed portion shall be paid by the County.
7. The County acknowledges and agrees that the Assigned Employee will be compensated based on total hours worked, including overtime, in a given work week. The County further agrees that the total weekly compensation divided by the total numbers of hours worked per week will not fall below federal minimum wage or other rate required by state law. Should this happen, Assigned Employee will be compensated to assure the per hour minimum (or the required state law minimum wage) and the County will be billed accordingly. Bill rates are valid through December 31, 2017 and may be increased effective January 1, 2018 based on increases in employment-related taxes, workers' compensation insurance, or government mandated insurance benefit costs.
8. The County acknowledges and agrees that non-exempt Assigned Employees will be compensated at the rate of one-half plus the hourly rate for all hours worked in excess of 40 in any one week.

4. Termination: This Agreement may be terminated for cause of convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated by the Contractor upon providing ninety (90) days written notice to the County. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

5. Indemnification: To the extent of its negligent, reckless, or intentional wrongful misconduct, the Contractor agrees to save harmless, indemnify, and defend the 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, unlawful employment practices, or economic loss, including environmental impairment arising directly or indirectly, on account of or in connection with this Agreement or 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 of by any person, firm, or corporation from whom the Contractor is legally liable.

The parties understand and agree that such indemnification by the Contractor, related 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 the 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.

Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

6. Insurance: The Contractor is required to carry the following insurance:

   a. Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess of umbrella insurance may be purchased to make up the difference, if any, between the policy limits and the underlying policies.

   b. Employment Practices Liability with $1,000,000 per occurrence minimum limits.

   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 processional 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.

   f. Escambia County must be provided the certificates of insurance which reflect Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502, as an "additional insured" on all liability policies except professional and Workers' Compensation, and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, Escambia County Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32597.**

7. 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 of as may be expressly provided hereafter in writing by an authorized official of the County.

8. Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

9. Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

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

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

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

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

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

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

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

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

16. Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY:
Attn: Ms. Tonya Gant
Escambia County
Neighborhood and Human Services
221 Palafox Place
Pensacola, FL 32502

County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

TO CONTRACTOR:
Attn: Ms. Mandy Sacco
Vice President of Staffing
Landrum Staffing Services, Inc.
6723 Plantation Road
Pensacola, Florida 32504

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

17. No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

18. Effective Date: This agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

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: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman, and Landrum Staffing Services, Inc., signing by and through its Vice President of Staffing.

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

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: 6-15-2017

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

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

CONTRACTOR:
Landrum Staffing Services, Inc,
a for-profit corporation, signing by and through its Vice President of Staffing.

Witness: _____ By: _____
Print Name: _____ Mandy Sacco, VP of Staffing
Date: 6/26/17

Witness: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of June, 2017, Mandy Sacco, as VP of Staffing (Office Held) of Landrum Staffing Services, Inc. He/She is (✓) personally known to me, or (_) produced identification. Type of identification produced _____.

VALERIE A. COLE
MY COMMISSION # FF 224340
EXPIRES: July 27, 2019
Bonded Thru Notary Public Underwriters

_____
Signature of Notary Public

_____
Printed Name of Notary Public

BCC Approved 06-08-2017

EXHIBIT A

Bill Rates (based on pay rates of $8.10/hour)

- Agriculture (plants/gardens) - **$12.51/hr. – W.C. Code 0035**
- Media Relations – **$12.42/hr. – W.C. Code 8810**
- Library - **$12.54/hr. – W.C. 8810**
- Natural Resources (conservation) - **$12.42/hr. W.C. 8810**
- Clerical - **$12.54/hr. W. C. 8810**
- Sports & Recreations (sports facilities upkeep and prep) - **$13.07/hr. W.C. 9102**
- Park Conservation (assisting staff with general grounds keeping duties and light repair of playgroup equipment) - **$13.07/hr. W.C. 9102**
- Warehousing (no industrial equipment operations) - **$13.19/hr. W.C. 8292**
- Facilities Maintenance (painting/indoor or outdoor, general building maintenance-as a helper) - **$13.11/hr. W.C. 9015**
- Field Operations (assisting with monitoring neighborhood blight, environmental needs) - **$13.11/hr. W.C. 9015**
- Summer Camp Counselor (working with children at community day camp implementing various games and sporting activities - **$12.77/hr. W.C. 9063**
- Risk Analyst Assistant – assisting with preparing training materials for staff presentation; assist with building inspections for safety conditions; assist staff with investigating staff work related injuries and preparing paperwork associated with these duties - **$12.80/hr. W.C. 9410**
- Animal Services Assistant – assisting in clerical capacity; preparing food for cats/dogs; general kennel cleaning (no working directly with animals) - **$12.77/hr. W.C. 8831.**
- Engineering Department Assistants – working with staff on transportation matter, planning & zoning issues (clerical duties) - **$12.54/hr. W.C. 8810**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14099 **County Administrator's Report 11. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/03/2018
Issue: Budget Amendment #073 - Sheriff's Mediation Settlement Funding
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #073 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #073, Non-Departmental, General Fund (001), in the amount of $1,000,000, to recognize an increase amending the Sheriff's Fiscal Year 2017/2018 Adopted Personnel Budget. These funds will be used toward deputy and staff pay adjustments, per the terms and conditions of the mediated settlement agreement between the Escambia Board of County Commissioner's and the Escambia County Sheriff's Department. Funding for the increase to the Sheriff's Department will come from the General Fund Reserves for Operating.

BACKGROUND:

The Board of County Commissioners approved the mediation settlement agreement with the Sheriff's Department at the Special Board Meeting held on April 26, 2018. Included in this agreement is a $1,000,000 increase to the Sheriff's Adopted FY 2017/18 Budget. Also, as part of this agreement there will be an increase of $2.5 million over the current budget, plus the $1 million for FY 2018/19, a $2.6 million increase for FY 2019/20, and an increase of $2.9 million for FY 2020,21. This settlement ends the Sheriff's Budget appeal to the Governor of the State of Florida.

Funds associated with SBA#073 will come from the General Fund (001) Reserves for Operating.

BUDGETARY IMPACT:

This amendment will increase the Sheriff's Personnel Budget and decrease the General Fund Reserves by $1,000,000.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board must approve increases to Constitutional Officer's Budgets.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Interlocal-Mediation Agreement
BA#073

Escambia County
Clerk's Original

4/24/2018 #5

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND ESCAMBIA COUNTY SHERIFF'S OFFICE RELATING TO THE ANNUAL BUDGET FOR THE SHERIFF AND IMPLEMENTATION OF HIS PAY PLAN

THIS AGREEMENT is made and entered into by and between Escambia County Board of County Commissioners, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and the Escambia County Sheriff's Office, with administrative offices located at 1700 West Leonard Street, Pensacola, Florida 32501 (hereinafter referred to as "Sheriff") (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, County and Sheriff are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, Sheriff filed an appeal of his Fiscal Year (FY) 2017-18 budget allocation to the Administration Commission; and

WHEREAS, it is the parties' intent to enter into this Agreement to put into effect the Mediation Agreement signed on April 21, 2018.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, County and Sheriff agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanisms whereby County will fund Sheriff's budget through September 30, 2021, and County and Sheriff will resolve the appeal of Sheriff's FY 2017-18 budget.

Section 2. Responsibilities of the Parties.

2.1 The Parties agree to implement the terms of the Mediation Agreement, signed by the Parties on Saturday, April 21, 2018 and approved by the Board of County Commissioners on April 26, 2018. A copy of the Mediation Agreement is attached as Exhibit "A" and incorporated by reference.

2.2 County covenants and agrees to appropriate in its annual budgets from legally available revenues sufficient to fund the annual budget obligations in this Agreement.

Section 3. Term and Termination.

3.1 The term of this Agreement shall commence upon the Effective Date and remain in effect through September 30, 2021.

3.2 This Agreement may only be terminated for cause by either party upon providing thirty (30) days' written notice pursuant to Section 8 of this Agreement.

Section 4. Survival.

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

Section 5. Interpretation.

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

5.2 References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

Section 6. Severability.

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

Section 7. Further Documents.

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

Section 8. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Sheriff
Escambia County Sheriff's Office
1700 West Leonard Street
Pensacola, Florida 32501

Section 9. Prior Agreements Superseded.

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

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

Section 10. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 11. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 12. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the Sheriff.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Escambia County Sheriff's Office, signing by and through its duly authorized Sheriff.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date Executed
4/26/2018

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____ Deputy Clerk

(SEAL)

APPROVED AS TO FORM:

Charles V. Peppler
Deputy County Attorney

Signature certified as below[1]:

Chief Deputy Eric Haines

ESCAMBIA COUNTY
SHERIFF'S OFFICE

By: _____
David Morgan, Sheriff

Date: 4/25/18

Gerald E. Champagne
General Counsel for
David Morgan, Sheriff

APPROVED AS TO FORM:

Gerald E. Champagne
General Counsel for
David Morgan, Sheriff

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: April 26, 2018

CLERK & COMPTROLLER ESCAMBIA COUNTY, FLORIDA

BCC Approved 04-26-2018

[1] Pursuant to Section 92.18, Fla. Stat., both Chief Deputy Haines and General County Champagne hereby certify that Sheriff David Morgan authorized and approved the use of his signature stamp to this Agreement as evidence of his full assent to the terms of this Agreement. This stamp shall be prima facie evidence of an official act as described in the foregoing statute.

Mediation Settlement Agreement
Mediation: April 21, 2018

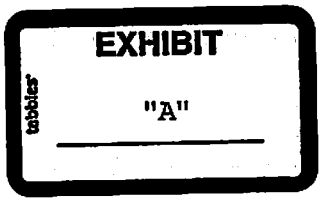
In consideration of the promises, covenants and conditions agreed upon by the Parties at the mediation conference held on April 21, 2018, Escambia County Board of County Commissioners (the "County"), and Sheriff David Morgan ("Sheriff"), by and through his undersigned representatives, the Parties agree to the Following:

1. **Formal Approval of Agreement.** All the terms of this Agreement are conditioned upon and subject to "Formal Approval" (as hereinafter defined) by the County and Sheriff. Formal Approval is defined to be approval of all of the terms contained in this Agreement by the County after formal meeting, vote and approval by the Escambia County Board of County Commissioners and the Sheriff signing the Interlocal Agreement. By signing this Agreement, the Chairman, County Administrator and Chief Deputy make no representation or warranty as to the likelihood of an Interlocal Agreement being reached, and only agree to present this Agreement to the Escambia Board of County Commissioners and Sheriff for Formal Approval.

2. **County's Obligations**. County shall agree to do the following in furtherance of a four year pay plan requested by Sheriff:

a. In the first year, payment of One Million Dollars ($1,000,000) for Fiscal Year 2018 to be paid according to the standard formula commencing in May for a five-month period of time consisting of five equal installments. This payment shall completely resolve the Sheriff's budget request for the Fiscal Year 2018.

b. Beginning October 1, 2018 and ending September 30, 2021 for a period of three years, Sheriff shall be paid a sum of Two Million Five Hundred Thousand Dollars ($2,500,000) for Fiscal Year 2019; the sum of Two Million Six Hundred Thousand



Dollars ($2,600,000) for Fiscal Year 2020 and a sum of Two Million Nine Hundred Thousand Dollars ($2,900,000) for Fiscal Year 2021 of this period inclusive of all personnel services and costs for each Fiscal Year of the four-year pay plan. Each annual payment described above shall be in addition to Sheriff's personnel services budget adopted by County for the immediate preceding Fiscal Year of the four-year pay plan. For the purpose of this Agreement, the term "adopted" budget for FY 2018 will include the additional $1,000,000 above which shall be added to the original adopted Sheriff's FY 2018 personnel budget.

3. **Sheriff's Obligations**. In consideration of the implementation of the four-year plan described in paragraph 2 above, Sheriff agrees that he will not request, demand or appeal to the Administration Commission any further budget allocations for personnel services or costs either during or for each Fiscal Year described in paragraph 2 above. Such personnel services or costs are defined according to § 30.49(2)(c)1, Fla. Stat. and the Uniform Accounting System prescribed by the Department of Financial Services and shall include any and all contingencies such as increases in employer contributions required by Florida Retirement System, increases in employer provided group health, dental, vision care plans and life insurance for Sheriff employees and increases in Workers' Compensation insurance policies or self-insurance funds purchased or sponsored by Sheriff. While the Sheriff does not anticipate the need to add additional personnel at this time, nothing herein shall preclude Sheriff from requesting budget allocations in addition to the amounts in paragraph 2 for additional personnel positions starting Fiscal Year 2020 and Fiscal Year 2021, when, in the judgment of the Sheriff, unforeseen or extraordinary circumstances require the hiring of

additional personnel.

4. **Sheriff's Mediated Reserve**. In order to effectuate the implementation of the pay plan as described in paragraphs 2 and 3 above, the Parties have agreed to the creation of a fund to be named Sheriff's Mediated Reserve (SMR), which shall be funded by the Parties as described below with the following restrictions and uses:

	FY 18	FY19	FY20	FY21
Sheriff's Contribution to SMR		$500,000	$250,000	$250,000
Board's Additional Reserve			$750,000	$750,000
Total	$0	$500,000	$1,000,000	$1,000,000
Total SMR Reserve				$2,500,000

a. The SMR shall be funded as follows:

By October 31, 2018 the Sheriff will return to the Board of County Commissioners a minimum of $500,000 from the FY2018 budget allocation. By October 31, 2019 the Sheriff will return to the Board of County Commissioners a minimum of $250,000 from their FY 2019 budget allocation. By October 31, 2020, the Sheriff will return to the Board of County Commissioners a minimum of $250,000 from their FY 2020 budget allocations. These residual equity transfers shall be used to fund the SMR and shall only be utilized as described as follows.

b. ECSO will not use or request any portion of SMR until FY 2020 at the earliest.

c. If funds from the SMR become necessary for any allowable reason, the ECSO portion of this fund shall be utilized first and the BCC portion shall only be utilized when the ECSO portion of the fund has been exhausted.

d. The SMR shall only be utilized for the following purposes:

i. to offset the difference in required FRS rate increases in FY 2020 and/or FY 2021. The required FRS rate shall be the net change realized when the combined sworn and non-sworn rate exceeds the baseline aggregate as established by the rates effective July 1, 2018.

ii. healthcare costs if and only if the BCC budgets more than $10,000 per employee for life, health, and dental in FY19, FY20, and/or FY21. The amount ECSO may utilize for life, health, dental and vision from the SMR shall be limited to the amount per employee which exceeds the $10,000 budgeted allocation.

iii. an amount that equals 50% of the net increase in the Workers' Compensation Insurance rate in FY20 and/or FY21. The Workers' compensation rate shall be the net change realized when the combined sworn and non-sworn Workers' Compensation Rate exceeds the baseline aggregate rate as established with the actual FY19 Workers' Compensation Rate. BCC exposure to Workers' Compensation Rate increases under this agreement shall be limited to no more than $200,000 total annually for FY20 and/or FY21.

f. BCC shall reserve $750,000 yearly in FY20 and FY21 respectively for a maximum total of $1,500,000 to be used only as described above and only after

the ECSO's portion of the SMR is exhausted. Any funds remaining in SMR shall revert to BCC at the end of FY 2021 or an earlier date if agreed upon by Sheriff.

5. **Interlocal Agreement**. No later than 15 calendar days from notice of Formal Approval, the Parties shall execute and exchange an Interlocal Agreement (IA) as the formal instrument for the implementation of the four-year pay plan described herein. A proposed Interlocal Agreement is attached for consideration by the Parties should Formal Approval of this Agreement occur as described in paragraph 1 above. The IA shall also be subject to approval by the Board of County Commissioners and Sheriff. The IA will not vary or modify the terms of the settlement as reflected in this Agreement. Once the IA is approved and executed by both Parties, the Sheriff shall request the Administration Commission to withdraw the appeal pending under Case No. SBA-17-003. The Parties agree to abide by any requirements imposed by the Administration Commission as to form of the withdrawal. Nothing agreed herein shall waive or release the rights of County to pursue enforcement of the settlement reflected in the mediation agreement of March 9, 2018 until such time as both Formal Approval has been made by the Board of County Commissioners and the IA has been approved and executed by both Parties.

6. **Due Dates Falling on Weekends or Holidays**. In the event that the date of any act required to be performed by this Agreement (including, but not limited to, the payment of any money) falls on a weekend or a federal holiday, then the same shall not be required to be performed until the next business day thereafter.

7. **Entire Agreement**. This Agreement sets forth the entire understanding of the Parties and no verbal or written warranties or representations have been made or

have been relied upon which do not appear in writing within this Agreement. Any reliance on verbal or other representations which do not appear within this Agreement shall be deemed unjustifiable reliance. Each Party hereto is represented by that Party's own counsel (or has had the opportunity to confer with counsel of their own choosing) and has had the benefit of (or the opportunity to have the benefit of) such counsel's advice in reviewing, commenting upon, and modifying this Agreement. The BCC hereby withdraws its request that 50% of LEFT funds be used for school resource officers. The ECSO hereby withdraws its request that the BCC utilize outside agency funds and commissioner discretionary funds to contribute to the pay plan.

8. **Modification**. None of the terms in this Agreement may be amended or modified except by written instrument signed by all of the Parties hereto, and the Parties agree that this provision may not be waived except in writing.

9. **Cooperation**. The Parties hereto agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the intent of the Parties hereto.

10. **Headings**. The headings used in this Agreement are for convenience and reference only and in no way, define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision in it.

11. **Severability**. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, whether on its face or as applied, the remaining provisions shall remain in full force and effect unless the provision(s) rendered illegal, invalid, or unenforceable result in the failure of

the essential purpose of the Agreement.

12. **Benefit and Binding Effect**. This Agreement shall inure to the benefit of and be binding upon the Parties, their heirs, successors and assigns. The individuals signing below on behalf of Sheriff represent and warrant that they have the full authority to bind Sheriff to all of the provisions hereof. Signatures by facsimile transmission or other electronic transmission of this Agreement shall be acceptable and binding upon the Parties. A copy hereof shall be as binding as the executed original.

13. **Governing Law**. This Agreement shall be governed by the laws of the State of Florida, without regard to its principles of conflicts of law.

14. **Attorneys' Fees and Costs**. All Parties shall bear their own attorneys fees and costs incurred in connection with this matter.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

15. **Confidentiality**. Until there is Formal Approval, the amount and the terms of the settlement described in this Agreement shall not be disclosed or discussed with anyone who is not a Party or a Party representative without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, BY AND THROUGH ITS COUNTY ADMINISTRATOR

By: _____ Date: 4-21-2018
Print Name: Jeff Bergosh
Title: Chairman, Board of County Commissioners

By: _____ Date: 4/21/18
Print Name: Jack Brown
Title: County Administrator

By: _____ Date: April 21, 2018
Charles V. Peppler, Deputy County Attorney
Counsel for the County

SHERIFF DAVID MORGAN

By: _____ Date: 4/21/18
Print Name: Eric Haines
Title: Chief Deputy Sheriff

By: _____ Date: 4/21/18
Gerald Champagne, Esq.
Counsel for David Morgan, Sheriff

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number
 # 073

Approval Authorities	**Date Rec.**	**Date Forward**	**Approved**	**Disapproved**
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Fund 001/General Fund/Non-Departmental
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Reserves for Operating		110201	59805	1,000,000
Total				**$1,000,000**

Transfer To: Fund 001/General Fund/Sheriff Administration
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Personal Services		540101	59702	1,000,000
Total				**$1,000,000**

Detailed Justification:
These funds will be used toward deputy and staff pay adjustments per the terms and conditions of the mediated settlement agreement between the Escambia Board of County Commissioner's and the Escambia County Sheriff's Department.
Funding for the increase to the Sheriff's Department will come from General Fund Reserves for Operating.
This settlement ends the Sheriff's Budget appeal to the Governor of the State of Florida.

The Board approved the Mediated Settlement Agreement at the Special Board Meeting held on 4/26/2018.

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.04.27 11:41:18 -05'00'

Budget Analyst **Budget Manager**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13990 **County Administrator's Report 11. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/03/2018
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. Pensacola Recreational Fisherman's Association, in the amount of $1,000;

B. Pensacola Chapter, Inc., Military Officers Association of America, in the amount of $5,000;

C. National Flight Academy, LLC, in the amount of $20,000;

D. Society of St. Vincent DePaul, in the amount of $2,500; and

E. Northwest Florida Legal Services, Inc., in the amount of $5,000.

Upon approval of these funding allocations 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]

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Pensacola Recreational Fisherman's Association - $1,000
Pensacola Chapter Inc. Military Officers Association of America - $5,000
National Flight Academy LLC - $20,000
Society of St. Vincent DePaul - $2,500
Northwest Florida Legal Services Inc. - $5,000

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Pensacola Recreational Fisherman's Association
Pensacola Chapter Inc. Military Officers Association of America
National Flight Academy LLC
Society of St. Vincent DePaul
Northwest Florida Legal Services Inc

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

April 9, 2018

Pensacola Recreational Fisherman's Association
Attn: Walt Kostevicki
P.O. Box 13631, Pensacola FL 32591

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 28, 2018.

Dear Walt Kostevicki,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA

ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☐ 501c3 or c4 OR ☑ NOT-FOR-PROFIT AND ☑ W-9 AND ☐ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Pensacola Recreational Fisherman's Assoc. DATE 03/28/2018

POINT OF CONTACT Walt Kostevicki PH# (850) 554-0836

EMAIL ADDRESS: waltkost@aol.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 05/05/2018 AMOUNT REQUESTED: $ 1,000

CHECK PAYABLE TO: PRFA or Pensacola Recreational Fisherman's Assoc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street P.O. Box 13631 City Pensacola State FL Zip Code 32591

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL
Walt Kostevicki

TITLE OF CERTIFYING OFFICIAL
Vice President

SIGNATURE (Digital)
Walt Kostevicki

DATE
03/28/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 4/9/18

DAVID MORGAN, SHERIFF

DATE 4/9/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Pensacola Recreational Fisherman's Assoc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The funds donated will be used to help purchase rods and reels, T-shirts and tackle boxes to be given to the first 350 kids, ages 5 through 15, that attend the Kid's Fishing Clinci on May 5th 2018, (while supplies last). After going through 6 educational stations, the kids will have their new rods set up for fishing and be allowed to fish off the sea wall. Bait will also be provided along with hot dogs, hamburger, chips and soft drinks donated by Walmart and Coke. Also big sponsors of the event. ESAR will also have a boat patrolling the sea wall just in case someone falls in.

The PRFA has been co-sponsoring this event with Florida Fish and Wildlife Conservation Commission every year for approximately 18 years.

We feel that getting a kid hooked on fishing will help prevent them from getting hooked on other things such as drugs and getting in trouble. We would also encourage the Sheriff's Office to send a representative to pass out any literature you may have available for drug prevention to these kids. We could have a tent, table and chairs set up for this at the event.

We would very much appreciate the $1,000.00 requested but any amount would be very helpful and appreciated.

2017 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
May 01, 2017
Secretary of State
CC6531052738

DOCUMENT# N00000003471

Entity Name: PENSACOLA RECREATIONAL FISHERMEN ASSOCIATION, INC.

Current Principal Place of Business:

750 COLLEGE BLVD
PENSACOLA, FL 32504

Current Mailing Address:

P.O. BOX 13631
PENSACOLA, FL 32591

FEI Number: 59-3721940

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BARRETT, MARK
2214 LAS VEGAS TRAIL
NAVARRE, FL 32566 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARK BARRETT 05/01/2017

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRES	Title	TREASURER
Name	MASON, SCOT	Name	BARRETT, MARK
Address	4085 DIAMOND RD	Address	2214 LAS VEGAS TRAIL
City-State-Zip:	PACE FL 32571	City-State-Zip:	NAVARRE FL 32566
Title	VPD	Title	SD
Name	KOSTEVICKI, WALT	Name	KNEIJA, CHRIS
Address	1139 ORIOLE RD	Address	1151 CAMAREE PL.
City-State-Zip:	GULF BREEZE FL 32563	City-State-Zip:	PENSACOLA FL 32534

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK BARRETT TREASURE 05/01/2017

Electronic Signature of Signing Officer/Director Detail — Date

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PENSACOLA RECREATIONAL FISHERMAN'S ASSOCIATION, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶ FLORIDA NOT FOR PROFIT CORPORATION

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 13631

Requester's name and address (optional)

6 City, state, and ZIP code
PENSACOLA, FL 32591-3631

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
59 - 3721940

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Walt Kostenuk V.P. Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



Pensacola Recreational Fisherman's Association
P.O. Box 13631, Pensacola Florida 32591

KIDS' FISHING CLINIC

---------- SPONSORSHIP DONATION RECEIPT ----------

Date: _____

Company/Individual Name: _____

Billing Address: _____

_____

Telephone: _____ Fax: _____ E-mail: _____

Contact Person: _____

_____ _____
Authorized Signature Donation Collected By

_____ Donation: _____
Please Print Name

Paid in Full or Bill: _____

Please provide a digital copy, PDF preferred, of your logo for the supporters' banner. Please e-mail logos to: waltkost@aol.com

All supporters will be listed on the back of the T-shirt.

Please make checks payable to: P.R.F.A.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

April 9, 2018

Pensacola Chapter Inc. Military Officers Association of America
Attn: CDR Van Milheim
P.O. Box 17728, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 21, 2018.

Dear CDR Vann Milheim,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA

ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☐ W-9 AND ☐ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: PENSACOLA CHAPTER, MILITARY OFFICERS ASS DATE 03/21/2018

POINT OF CONTACT CDR Vann Milheim, USN (Ret) PH# (850) 324-1659

EMAIL ADDRESS: vann.milheim@att.net ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 07/24/2018 AMOUNT REQUESTED: ~~$ 4,000~~ $5,000.00

CHECK PAYABLE TO: PMOAA

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street P.O. Box 17728 City Pensacola State FL Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief vm (Initial)

NAME OF CERTIFYING OFFICIAL
CDR Vann Milheim, USN (Ret)

TITLE OF CERTIFYING OFFICIAL
PMOAA Scholarship Chair

SIGNATURE (Digital)
William Vann Milheim Digitally signed by William Vann Milheim Date: 2018.03.21 12:31:29 -05'00'

DATE
03/21/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $5,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 4/9/18

DAVID MORGAN, SHERIFF

DATE 4/9/2018

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

PENSACOLA CHAPTER, MILITARY OFFICERS ASSOCIATION OF AMERICA

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The Pensacola Chapter of the Military Officers Association of America (PMOAA) has a long history of awarding scholarships to eligible beneficiaries. Our program is dedicated to LT Omar Selland, USN (dec.) whose vision and driving force initiated the program in 1994. A scholarship is perpetually awarded in his honor and is presented at the annual awards banquet. The President's Award and the LT Selland Award are funded by annual donations from our members. Mrs. Anna Johnson, an Army widow now deceased, left a bequest to our scholarship program and at least one (1) scholarship is perpetually awarded in her honor.

PMOAA is well known for the generosity of its members in funding and awarding these annual scholarships. One hundred percent of your donations go directly to help deserving children/step-children, grandchildren/step-grandchildren and spouses of active duty, honorably discharged veterans, reservists or retired military personnel (officer and enlisted). The applicant or military sponsor must be, at the time of application, a resident of the area served by PMOAA, i.e., Escambia and Santa Rosa Counties of Florida and South Baldwin County of Alabama. Scholarships are $2,000 each and awarded on an annual basis.

Recipients are selected on:

(1) Verification of Eligibility
(2) Career Objectives, Community/College activities, essay and transcripts (cumulative GPA)

Judges are comprised of PMOAA members. An annual scholarship awards banquet is normally held the first Thursday evening of August.

PMOAA was a recipient of ECSO SLET Fund Monies for 2017. The sheriff's logo will be printed in the Award Banquet's program. We appreciate your continued support of the PMOAA Scholarship Program.

ECSO LAW ENFORCEMENT AWARD: MR. ZACH PRITCHARD
Mr. Pritchard recently graduated from the University of West Florida (Summa Cum Laude – History) and will begin post graduate work in Russian & Eastern European Studies at Florida State University. He intends to pursue a Masters in Criminology or Counter Terrorism and find a career with the Department of Homeland Security as an analyst. Zach was the recipient of the ECSO Award in 2016. Mr. Pritchard is sponsored by his father, CPT James Pritchard III, USA.

ECSO LAW ENFORCEMENT AWARD: MISS MAGGIE PLAYER
Miss Player is a student at the University of North Carolina at Chapel Hill majoring in Political Science and Peace, War & Defense. She intends to pursue a career in human rights law. An active leader on and off campus, she recently completed a summer internship with the local law firm of Levin-Papantonio. Maggie was the recipient of the ECSO Award in 2016. Miss Player is sponsored by her grandfather, Army Air Corps (USAF) Sergeant Charles R. Smith, JR.

ECSO LAW ENFORCEMENT AWARD: MISS ELENA MAYHUGH
Miss Mayhugh is a student at the University of West Florida majoring in Mechanical Engineering. She is an IT Support Tech at the National Flight Academy onboard NAS Pensacola. She intends to pursue a career to design, build and maintain systems built for speed and adventure. Miss Mayhugh is sponsored by her Grandfather, LtCol Thomas R. Mayhugh, Sr. USAF (Ret).

ANNA JOHNSON AWARD: MISS KATHRINE MCARTHUR
Miss McArthur is a student at Florida State University majoring in Media/Communication Studies. She intends to pursue a carrer as a graphic designer and creative director. Miss McArthur is sponsored by her grandfather, CDR Donald Railsback, USN (RET).

ANNA JOHNSON AWARD: MR. KEVIN SANDERS
Mr. Sanders is a student at Florida State University majoring in Pre-Chemical – Biomedical Engineering. He intends to pursue a career in that field upon graduation. He is an active member of FSU Habitat for Humanity & Honors Program. Mr. Sanders is sponsored by his grandfather, CDR Henry T. Buckley, Jr., USN (Ret).

2017 PMOAA SCHOLARSHIP AWARDS BANQUET

PMOAA has provided funds to award nine (9) $2,000 scholarships this year. This is due solely to the continued generosity of our members and the expert management of the Anna Johnson Fund Scholarship. Since the program was initiated in 1994 by LT Omar Selland, our membership has declined significantly and this year we received less than previous years. Three scholarships were funded this year through an application submitted to the Escambia County Sheriff's Office "Law Enforcement Trust". Thanks to all of you for your annual support of this most rewarding and beneficial program. On behalf of the Scholarship Committee and the recipients, we thank you again for your financial support. Compliments are also extended to the Scholarship Committee for their excellent organization and evaluation of the applicants in the selection process.

Thursday, 3 August 2017 at the Pensacola Yacht Club

1730 - Social Hour

1815 - President calls meeting to order, introduces special guests. Invocation

1820 – Presentation of Colors – PACE H.S. NJROTC

1830 - Dinner

1900 – President introduces our Guest Speaker, Dr. Martha Saunders President, University of West Florida

1920 - Remarks by Scholarship Chair regarding the PMOAA Scholarship Program

1925 - Scholarship Chair and Guest Speaker present the scholarship awards and the certificates from Congressman Gaetz.

1945 - President presents gift to guest speaker

1950 - Closing Remarks by President

1955 – Benediction

The PMOAA Scholarship Committee members are: CAPT David Timberlake, USN (Ret), Maj Tom Fitzgerald, USMC (Ret), Maj Charles Booton, USAF (Ret), CAPT Barney Walsh USN (Ret), and Mrs. Gisela Vogentanz. The Chair of our Scholarship Committee is CDR Vann Milheim, SC, USN (Ret).

SHERIFF DAVID MORGAN says,
"YOUR LIFE... YOUR COMMUNITY...
NO PLACE FOR
DRUGS OR CRIME"
ESCAMBIA COUNTY SHERIFF'S OFFICE
Paid for by the Escambia County Sheriff's Office with State Law Enforcement Trust Fund Monies

LT OMAR SELLAND AWARD: MISS KAITLYN WAHL

Miss Wahl is a student at Santa Fe College in Gainesville, Florida majoring in Zoo Animal Technology. She intends to continue her education at the University of West Florida in Interdisciplinary Zoo Science and pursue a career as an Animal Curator in a globally recognized zoological institution. She has accumulated 625 volunteer hours in the community and is an active member of the American Association of Zoo Keepers. Kaitlyn was the recipient of the the Anna Johnson Award in 2016. Miss Wahl is sponsored by her father, LtCol Thomas E. Wahl, USAFR (Ret).

PRESIDENT'S AWARD: MISS CAROLINE CUILIK

Miss Cuilik is a student at Florida State University pursuing a double major in Accounting and Hospitality Management and a minor in French Language. She has studied abroad in Florence, Italy and Leysin, Switzerland completing classes for her major(s) and is a Student Recruiter for International Programs at FSU. She intends to pursue a career as an accountant for a major hotel brand. Caroline was the recipient of the Anna Johnson Award in 2016. Miss Cuilik is sponsored by her father, CAPT William P. Cuilik, USN (Ret).

PRESIDENT'S AWARD: MISS MARY-GRACE REEVES

Miss Reeves graduated Harvard University (Magna Cum Laude- Chemistry) and is currently attending Stanford University to become a pediatric ophthalmologist, motivated by her experience as a young patient. Miss Reeves hopes to practice her profession in a military hospital in order to serve the families who sacrifice so much for our country's freedom. Mary-Grace was the recipient of the President's Award ('13), the LCDR Gerald Gamber Award ('14) and the LT Omar Selland Award ('15). Miss Reeves is sponsored by her father, CAPT Gary Reeves, USN.

PRESIDENT'S AWARD: MISS KAYLA HOBGOOD

Miss Hobgood is a student at the University of West Florida majoring in Pre-professional Biology. She intends to pursue a career in Veterinary Medicine in the upcoming year. Miss Hobgood is sponsored by her father, LtCol Harold Hobgood, USAF.

2018 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 754287

FILED
Feb 02, 2018
Secretary of State
CC6330399289

Entity Name: PENSACOLA CHAPTER, INC., MILITARY OFFICERS ASSOCIATION OF AMERICA

Current Principal Place of Business:

1297 GREENVIEW LANE
GULF BREEZE, FL 32563-3467

Current Mailing Address:

P.O. BOX 17728
PENSACOLA, FL 32501-7728 US

FEI Number: 58-9033907

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BROWN, TRUMIN TREASURER
1297 GREENVIEW LANE
GULF BREEZE, FL 32563-3467 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: TRUMIN P. BROWN, TREASURER 02/02/2018

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRES
Name	CLARK, WILLIAM CPT,USA
Address	1415 BARCELONA ST
City-State-Zip:	PENSACOLA FL 32501

Title	TREA
Name	BROWN, TRUMIN P
Address	P.O. BOX 17728
City-State-Zip:	PENSACOLA FL 32501-7728

Title	2VP
Name	MILLS, LCDR JOHN USN-RET
Address	1940 BROADWALK DR
City-State-Zip:	MIRAMAR BEACH FL 32550

Title	BOARD OF DIRECTORS
Name	ENGEL, RADM JOAN USN (RET)
Address	8775 THUNDERBIRD DRIVE
City-State-Zip:	PENSACOLA FL 32514

Title	SECRETARY
Name	ABEL, CAPT SCOT USN (RET)
Address	6 PORT ROYAL WAY
City-State-Zip:	PENSACOLA FL 32502

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TRUMIN P. BROWN TREASURER 02/02/2018

Electronic Signature of Signing Officer/Director Detail — Date

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pensacola Chapter Inc Military Officers Association of America

2 Business name/disregarded entity name, if different from above
PMOAA

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 17728

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32501-7728

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
5	9	-	2	0	4	1	9	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ Jurmin P. Brown, Treasurer PMOAA **Date** ▶ 3/22/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012613475C-6	10/31/2014	10/31/2019	VETERANS ORGANIZATION

This certifies that

PENSACOLA CHAPTER INC MILITARY OFFICERS
ASSOCIATION OF AMERICA
3710 SWAN LN
PENSACOLA FL 32504-8334

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

April 9, 2018

National Flight Academy LLC
Attn: Kathleen Castro
1 Fetterman Way, NAS Pensacola FL 32508

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 2, 2018.

Dear Kathleen Castro,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $20,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA

ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☒ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: National Flight Academy, LLC DATE 04/02/2018

POINT OF CONTACT Kathleen Castro PH# (850) 458-7836

EMAIL ADDRESS: kcastro@nationalflightacademy.us ☒ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 07/25/2018 AMOUNT REQUESTED: ~~$ 15,000~~ $20,000.

CHECK PAYABLE TO: National Flight Academy, LLC

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1 Fetterman Way City NAS Pensacola State FL Zip Code 32508

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief WAB Bill Bowers 2018.04.02 14:32:36 -05'00' (Initial)

NAME OF CERTIFYING OFFICIAL W.A. Bowers

TITLE OF CERTIFYING OFFICIAL CFO

SIGNATURE (Digital) W.A. Bowers Bill Bowers 2018.04.02 14:31:50 -05'00'

DATE 04/02/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED ~~$5,000~~ $20,000.
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 4/9/18

DAVID MORGAN, SHERIFF

DATE 4/9/2018

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

National Flight Academy, LLC

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The National Flight Academy has 15 spots in our July 22-July 27 Summer Deployment for members of the Escambia County Sheriff's Office Explorers Program. The National Flight Academy brings the latest in multisensory media and simulation technologies to create an immersive naval aviator experience like none other aboard the world's only virtual land-locked aircraft carrier, AMBITION. Our dynamic teaching methods promote hands-on learning designed to inspire and engage students in the fields of science, technology, engineering, and mathematics (STEM) while also reinforcing 21st Century Workforce Skills such as critical thinking, problem solving, and teambuilding.

Educational Principles
Using the National Flight Academy's Joint Operations Centers, Aircraft (simulators) and Joint Intelligence Centers, your students will cover the following aviation principles, communication practices, and soft skill challenges.

- Four Forces of Flight
- Bernoulli's Principle
- Newton's 3rd Law
- Radio Communications
- Aerodynamics (Gliders vs Powered aircraft)
- Geographical Orientation (Latitude/Longitude/Prime Meridian/Equator)
- Units of Measure (Degrees/Minutes/Seconds)
- Meteorology (Impacts on Aviation)
- Physics (Electro-Magnetic Spectrum)
- Basic Flight Navigation Calculations (Time of Leg/Fuel Required)
- Critical Problem Solving of real world problems
- History of Naval Aviation
- 21st Century Learning Skills (Collaboration, Technology, Critical thinking)

Naval Aviation Museum Foundation Inc
59-6178237

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
Jacksonville, Florida
P. O.Box 4760
December 19, 1966

IN REPLY REFER TO
Form L-178
434:MDE:md
JAX:EO:66-4E

PURPOSE	
Educational	
ADDRESS INQUIRIES & FILE RETURNS DISTRICT DIRECTOR OF INTERNAL R	
Jacksonville, Florida	
FORM 990-A REQUIRED	ACCOUNTING P ENDING
☒ YES ☐ NO	December

Naval Aviation Museum Association, Inc.
Naval Aviation Museum, Naval Air Station
Pensacola, Florida 32508

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

F. S. Schmidt

F. S. Schmidt
District Director

Your tax exempt status is predicated upon the understanding that you will amend your certificate of incorporation to provide that in the event of dissolution your assets will be contributed to the Navy Relief Society or to an organization exempt under the provision of section 501(c)(3) of the Internal Revenue Code.

FORM L-178 (6-64)

State of Florida

Secretary of State

I, Tom Adams, Secretary of State of the State of Florida, Do Hereby Certify That the following is a true and correct copy of

Certificate of Amendment to Certificate of Incorporation of THE NAVAL AVIATION MUSEUM ASSOCIATION, INC., a corporation not for profit, organized and existing under the Laws of the State of Florida, AMENDING ARTICLE III, filed on the 18th day of May, A. D., 1967, pursuant to Chapter 617, Florida Statutes, as shown by the records of this office.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the 1st day of June, A.D. 19 67.

Tom Adams

Secretary of State

ARTICLES OF INCORPORATION

OF

THE NAVAL AVIATION MUSEUM ASSOCIATION, INC.

FILED
DEC 5 11 2:
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

The name of this corporation shall be THE NAVAL AVIATION MUSEUM ASSOCIATION, INC., a non profit corporation.

ARTICLE II

The purposes for which this corporation is organized is to foster and perpetuate the Naval Aviation Museum as a medium of informing and educating the public on the important role of United States Naval Aviation, and in inspiring students undergoing naval flight training to complete the program and become career officers; to serve as a philanthropic corporation in assisting the development and expansion of the facilities of the Naval Aviation Museum; to receive, hold and administer gifts received from persons, other organizations, corporations, foundations, and philanthropies, in the best interest of the Naval Aviation Museum; and to do any other business, act or thing incidental to and necessary for the

accomplishment of the purpose of this corporation and not inconsistent or in conflict with any law.

ARTICLE III

The qualifications of members and the manner of their admission shall be to citizens of the United States of America who are dedicated to the purposes and intents of this corporation and whose qualifications and categories shall be spelled out in the by-laws of this corporation. This corporation shall have perpetual existence. In case of dissolution, the assets will be contributed to the Navy Relief Society or to an organization approved by the Internal Revenue Service.

ARTICLE IV

The names and residences of the original subscribers are:

NAME	RESIDENCE
A. W. Radford	Washington, D. C.
T. W. Moore	New York, New York
R. H. Barnum	New York, New York
J. J. Bergen	New York, New York
R. B. Pirie	Washington, D. C.
O. L. Thorne	New York, New York
J. W. Reeves, Jr.	Pensacola, Florida
M. B. Gardner	Pensacola, Florida
A. K. Doyle	Pensacola, Florida

The first officers of this corporation, who are to serve until the first election, shall be:

Chairman of the Board	Arthur W. Radford
President	Thomas W. Moore
First Vice President	Robert H. Barnum
Second Vice President	John J. Bergen
Third Vice President	Robert B. Pirie
Treasurer	Oakleigh L. Thorne
Secretary	James H. McCurtain

The Board of Trustees shall be not less than three (3) nor more than fifty-one (51) and those officers designated in Article IV shall be the first officers and shall serve until the first annual election.

ARTICLE V

The affairs of this corporation shall be managed by an Executive Committee which shall be composed of the Chairman of the Board, the President of the Association and such other officers or members as shall be specifically spelled out in the by-laws of the corporation. They shall be elected annually at the annual meeting.

ARTICLE VI

The officers of the Association shall be a

Chairman of the Board of Trustees, a Vice Chairman, a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as may be appointed in accordance with the provisions of this article. Such officers shall initially be appointed by the incorporators and such appointees shall automatically become members of the Board of Trustees and shall serve until their resignation or removal. The qualifications, subordinate officers and other duties, powers and provisions relative to the officers shall be spelled out in the by-laws of the corporation.

ARTICLE VII

The by-laws of this corporation are to be made, altered, rescinded and/or modified by three-fourths (3/4) vote of the Executive Committee or by a majority of the Board of Trustees at any regular meeting or at any special meeting called for that purpose.

ARTICLE VIII

The Articles of Incorporation may be amended by the Board of Trustees by three-fourths (3/4) vote after notice of the time, place and intended amendment of not less than thirty (30) days. The by-laws of the

corporation shall be made, altered or rescinded by the Board of Trustees.

ARTICLE IX

This corporation shall have each and every general power of a corporation not for profit.

ARTICLE X

This corporation shall expressly have those powers expressed in Section 617.021, Florida Statutes, 1965.

WITNESS our hands and seals on this the 23rd day of November, A. D., 1966.

Thomas A. Moore (SEAL)

(SEAL)

(SEAL)

Robert H. Jameson (SEAL)

WITNESSES:

Tyra Troy

[illegible] Cox

STATE OF NEW YORK,)
)
COUNTY OF MANHATTAN.)

Before the undersigned authority this day personally came and appeared T. W. Moore, R. H. Barnum, J. J. Bergen and O. L. Thorne who upon being first duly sworn on oath each for himself says that they are each competent to contract, acknowledge and execute the foregoing instrument for the uses and purposes therein expressed and upon oath say that the intents and purposes of the incorporation are as expressed therein.

WITNESS my hand and official seal this the 22nd day of November, A. D., 1966.

Marion R. Ayer

NOTARY PUBLIC STATE OF NEW YORK
MY COMMISSION EXPIRES:

MARION R. AYER
NOTARY PUBLIC, State of New York
Qualified in New York County
No. 31-0120225
Commission Expires March 30, 1967

#1531

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Naval Aviation Museum Foundation, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1750 Radford Blvd, Suite B

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32508

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
59-6178237

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here — Signature of U.S. person ▸ Michael Hampton, Controller — Date ▸ 3/2/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

April 16, 2018

Society of St. Vincent DePaul
Attn: Angela Eddy
2200 W. Desoto Street, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 9, 2018.

Dear Angela Eddy,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

[X] CRIME PREVENTION [ ] DRUG PREVENTION [ ] DRUG EDUCATION [X] SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

[ ] PROMOTE CRIME/DRUG ABUSE PREVENTION OR [X] DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

[X] 501c3 or c4 OR [ ] NOT-FOR-PROFIT AND [X] W-9 AND [X] CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: SOCIETY OF ST. VINCENT DEPAUL DATE 4-9-18

POINT OF CONTACT ANGELA EDDY PH# (850) 384-7330

EMAIL ADDRESS: abeddy01@gmail.com [X] INITIAL REQUEST [ ] PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 5-15-18 AMOUNT REQUESTED: $5,000

CHECK PAYABLE TO: SOCIETY OF ST. VINCENT DE PAUL

COMPLETE MAILING ADDRESS: [ ] NEW ADDRESS

Street 2200 W. DESOTO STREET City PENSACOLA State FL Zip Code 32503

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | ABE (Initial)

NAME OF CERTIFYING OFFICIAL: Angela B. Eddy

TITLE OF CERTIFYING OFFICIAL: Board Representative

SIGNATURE (Digital): Angela B Eddy

DATE: 4-9-18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		✓		
LEGAL		✓		
CHIEF		✓		AMOUNT APPROVED $ 2,500.00
SHERIFF		✓		I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				DAVID MORGAN, SHERIFF

Date processed 4/16/18

DATE 4/13/2018

ORIGINAL

Scanned by CamScanner

ORGANIZATION/AGENCY NAME:

Society of St. Vincent DePaul

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The Alfred-Washburn Center is a ministry of the Society of St. Vincent de Paul serving the homeless and poorer members of our community. The Center is funded by the St. Vincent de Paul Thrift Stores and Conferences, as well as private and corporate donations. It is a 100% volunteer organization. The Center provides food, showers, laundry facilities, clothing, and Identification Cards for the homeless. All services are offered free of charge, which helps keep our neighborhoods safe, as well as preventing area crime. The Center strives to provide services that will enable the homeless and marginalized in our community to exercise personal dignity, initiative, and accountability for life's basic responsibilities. 100% of the proceeds from this Gala will provide direct funding for the services provided at the Alfred Washburn Center.

1/2013

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NATIONAL COUNCIL OF THE UNITED STATES
SOCIETY OF ST. VINCENT DE PAUL, INC.

March 8, 2012

To whom it may concern:

This is to certify that the Society of St. Vincent de Paul National Council, Inc. has obtained a 501 (c) (3) group tax exemption #5496 from the Internal Revenue Service. The Councils and Conferences included on the attached *National Society of St. Vincent de Paul Group Exemption Directory* are included in this group exemption.

If you have any questions, you may contact me at 314-576-3993, extension 204, or via email at rplaywin@svdpusa.org.

Sincerely,

Roger Playwin
National Executive Director

RTP/sab

58 Progress Parkway St. Louis, MO 63043-3706 Phone: 314-576-3993
e-mail: usacouncil@svdpusa.org Web site: www.svdpusa.org Fax:
314-576-6755 *Serving in Hope*

National Council of the United States
Society of St. Vincent de Paul, Inc.

National Council Group 501(c)(3) Report (NSGED Part I)

National Council Group 501(c)(3) Report (NSGED Part I)
03 Jan 2016; Currently Qualified National Council Group 501(c)(3) Report (NSGED Part I).

Legal Name	Diocese	District	Street	City	State
St. Vincent de Paul Holy Family Conference [g: 1022]	Diocese of Anchorage	Isolated	800 W. 5th Avenue	Anchorage	AK
Holy Name of Jesus [g: 6340]	Archdiocese of Mobile	District Council of Mobile	2275 Snow Road N.	Semmes	AL
Immaculate Conception Conference [g: 6073]	Archdiocese of Mobile	District Council of Mobile	400 Government Street	Mobile	AL
Most Pure Heart of Mary [g: 955]	Archdiocese of Mobile	District Council of Mobile	304 Sengstak St.	Mobile	AL
Our Lady of Lourdes [g: 940]	Archdiocese of Mobile	District Council of Mobile	1621 Boykin Blvd.	Mobile	AL
Society of St. Vincent de Paul District Council of Mobile, Alabama [g: 192]	Archdiocese of Mobile	District Council of Mobile	P.O. Box 161488	Mobile	AL
Society of SVDP St Thomas the Apostle Conference [g: 7126]	Archdiocese of Mobile	District Council of Mobile	251 N. Craft Hwy	Chickasaw	AL
St. James Major [g: 943]	Archdiocese of Mobile	District Council of Mobile	714 College Street	Prichard	AL
St. Vincent de Paul Society St. Joseph [g: 1021]	Archdiocese of Mobile	District Council of Mobile	32590 U.S. Hwy 98	Lillian	AL
Annunciation of the Lord Conference of the St. Vincent de Paul Society [g: 7384]	Diocese of Birmingham	District Council of Huntsville (Birmingham Diocese)	3910 Spring Ave	Decatur	AL
Holy Spirit SVDP Conference [g: 3229]	Diocese of Birmingham	District Council of Huntsville (Birmingham Diocese)	625 Airport Rd. SW	Huntsville	AL
Huntsville District Council [g: 191]	Diocese of Birmingham	District Council of Huntsville (Birmingham Diocese)	c/oSt John Church, 1055 Hughes Rd	Madison	AL
Resurrection Chapel [g: 6974]	Diocese of Birmingham	District Council of Huntsville (Birmingham Diocese)	4826 County Road 217	Hillsboro	AL
Sacred Heart Conference SVDP Cullman [g: 3230]	Diocese of Birmingham	District Council of Huntsville (Birmingham Diocese)	205 3nd St. SE	Cullman	AL
Society of Saint Vincent de Paul Our Lady, Queen of the Universe Catholic Church Conference [g: 3233]	Diocese of Birmingham	District Council of Huntsville (Birmingham Diocese)	2421 Shady Lane Dr. NW	Huntsville	AL
Society of St. Vincent de Paul St. Joseph Conference [g: 1019]	Diocese of Birmingham	District Council of Huntsville (Birmingham Diocese)	659 S. Poplar St.	Florence	AL
Society of St. Vincent de Paul St. Joseph Conference Huntsville [g: 3231]	Diocese of Birmingham	District Council of Huntsville (Birmingham Diocese)	2300 Beasley Ave. NW	Huntsville	AL
Society of St. Vincent de Paul, Conference of St. William Church [g: 6192]	Diocese of Birmingham	District Council of Huntsville (Birmingham Diocese)	929 Gunter Avenue	Guntersville	AL
St. John the Baptist Catholic Church St Vincent de Paul Conference [g: 3234]	Diocese of Birmingham	District Council of Huntsville (Birmingham Diocese)	1055 Hughes Rd.	Madison	AL

National Council Group 501(c)(3) Report (NSGED Part I)

08 Jan 2016: Currently Qualified National Council Group 501(c)(3) Report (NSGED Part I).

Legal Name	Diocese	District	Street	City	State
Cathedral of the Sacred Heart Conference [g: 3515]	Diocese of Pensacola-Tallahassee	District Council of Pensacola			
Conference of Cathedral of St. Thomas More [g: 3516]	Diocese of Pensacola-Tallahassee	District Council of Pensacola	P.O. Box 15525	Tallahassee	FL
Holy Spirit Conference [g: 1598]	Diocese of Pensacola-Tallahassee	District Council of Pensacola	10650 Gulf Beach Hwy.	Pensacola	FL
Nativity of Our Lord Conference [g: 7523]	Diocese of Pensacola-Tallahassee	District Council of Pensacola	9945 Hillview Dr.	Pensacola	FL
Society of St. Vincent de Paul, Council of Pensacola-Tallahassee, Inc. [g: 254]	Diocese of Pensacola-Tallahassee	District Council of Pensacola	P.o. box 17645 2200 Desoto St. 32505	Pensacola	FL
St. Dominic's Conference [g: 3514]	Diocese of Pensacola-Tallahassee	District Council of Pensacola	3308 E. 15th St.	Panama City	FL
St. Michael [g: 6962]	Diocese of Pensacola-Tallahassee	District Council of Pensacola	19 N. Palafox St	Pensacola	FL
St. Nathaniel [g: 4380]	Diocese of Pensacola-Tallahassee	District Council of Pensacola	3832 N. 9th Ave.	Pensacola	FL
St. Paul Parish Conference [g: 1913]	Diocese of Pensacola-Tallahassee	District Council of Pensacola	1700 Conway Dr.	Pensacola	FL
SVdP Conference St. Anne [g: 1599]	Diocese of Pensacola-Tallahassee	District Council of Pensacola	5200 Saufey Field Rd.	Pensacola	FL
Jacksonville District Council, Society of St. Vincent de Paul, Inc. [g: 256]	Diocese of St. Augustine	Jacksonville District Council	1800 River Bluff Road	Jacksonville	FL
Society of St. Vincent de Paul, Central Council of St. Petersburg Diocese [g: 266]	Diocese of St. Petersburg	Diocesan Council of St. Petersburg	SVDP Society Central Council - St. Petersburg 4556 S. Manhattan Ave Suite A	Tampa	FL
Society of Saint Vincent de Paul Prince of Peace Conference [g: 6529]	Diocese of St. Petersburg	East Hillsborough District Council	702 Valley Forge Blvd.	Sun City Center	FL
Society of Saint Vincent de Paul St Anne Conference [g: 910]	Diocese of St. Petersburg	East Hillsborough District Council	106 11th Ave. NE	Ruskin	FL
Society of Saint Vincent de Paul St Stephen Conference [g: 2859]	Diocese of St. Petersburg	East Hillsborough District Council	5049 Bell Shoals Rd.	Valrico	FL
Society of St. Vincent de Paul East Hillsborough District Council [g: 6528]	Diocese of St. Petersburg	East Hillsborough District Council	1311 3rd St NE	Ruskin	Fl
Society of St. Vincent de Paul Nativity Conference [g: 7332]	Diocese of St. Petersburg	East Hillsborough District Council	705 E. Brandon Blvd.	Brandon	FL
Society of St. Vincent de Paul St Theresa Conference [g: 5984]	Diocese of St. Petersburg	Hernando Citrus District Council	1107 Commercial Way	Spring Hill	FL
Society of St. Vincent de Paul St. Anne Conference [g: 2846]	Diocese of St. Petersburg	Hernando Citrus District Council	4142 Treiman Blvd. Hwy 301	Ridge Manor	FL
Society of St. Vincent de Paul St. Frances Cabrini Conference [g: 2845]	Diocese of St. Petersburg	Hernando Citrus District Council	5030 Mariner Blvd.	Spring Hill	FL
Society of St. Vincent de Paul St. Joan of Arc Conference [g: 2847]	Diocese of St. Petersburg	Hernando Citrus District Council	13485 Spring Hill Dr.	Spring Hill	FL
Society of St. Vincent de Paul St. Mary Our Lady of Sorrow Conference [g: 909]	Diocese of St. Petersburg	Hernando Citrus District Council	18810 Us Highway 41	Masaryktown	FL
Society of St. Vincent de Paul, Hernando Citrus District Council, Inc. [g: 261]	Diocese of St. Petersburg	Hernando Citrus District Council	1291 Kass Circle	Spring Hill	FL
			7040 S Suncoast Blvd	Homosassa	FL

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
Society of St. Vincent de Paul, Alfred-Washburn Center

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☑ Other (see instructions) ▶ 501(c)3 Charitable Organization

Exemptions (see instructions):
Exempt payee code (if any) 5496
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
2200 W Desoto Street

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL 32503

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
5	9	–	2	3	7	4	9	3	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ C C Clark | **Date** ▶ 4-8-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

0000057-04/02/15

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8015397368C-7	05/31/2015	05/31/2020	501(C)(3) ORGANIZATION

This certifies that

SOCIETY OF ST VINCENT DE PAUL
COUNCIL OF PENSACOLA TALLAHASSEE INC
2200 W DESOTO ST
PENSACOLA FL 32505-6812

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

April 18, 2018

Northwest Florida Legal Services, Inc.
Attn: W. Douglas White
701 South J Street, Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 4, 2018.

Dear W. Douglas White,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA

ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Northwest Florida Legal Services, Inc DATE 04/04/2018

POINT OF CONTACT W. Douglas White PH# 850-432-2336

EMAIL ADDRESS: whited@nwfls.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 07/01/2018 AMOUNT REQUESTED: $5000.00

CHECK PAYABLE TO: Northwest Florida Legal Services, Inc

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 701 South J Street City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | (Initial)

NAME OF CERTIFYING OFFICIAL
Robert Powell

TITLE OF CERTIFYING OFFICIAL
Board President

SIGNATURE (Digital)

DATE
April 10, 2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Previously Signed EH	☐	☐	
LEGAL		☐	☐	
CHIEF		☑	☐	AMOUNT APPROVED $5,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 4/18/18		DAVID MORGAN, SHERIFF
				DATE 4/19/2018

ORIGINAL

1/2018

ORGANIZATION/AGENCY NAME:

Northwest Florida Legal Services, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

JUSTIFICATION FOR SLET FUNDS

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

These funds will be utilized for community education in the area of domestic violence along with providing civil legal assistance to victims of domestic violence. We will do outreach in Escambia County at numerous locations to educate and advise victims and potential victims of domestic violence of their legal rights to be free from violence in their homes. We will also make them aware of the free legal assistance that is available to them in order to obtain an order of protection from the courts in Escambia County. Many times when we are able to assist in obtaining an order of protection it prevents a more serious criminal act from being committed. Most persons will stop threatening behaviors once an order of protection is entered by the court, thereby preventing future criminal actions for battery, assault or stalking from being committed. These funds would not be connected to an event but would be used for direct support of the activities described above.

We also provide legal assistance to low income and elderly residents in Escambia County Florida. We would provide assistance to low income residents in Landlord Tenant matters where they may be the subjects of a wrongful action for eviction from their home.

We provide help to elderly residents of Escambia County to prepare Wills, Living Wills and Powers of Attorney. These Power of Attorney documents can help the elderly citizens avoid the need for a guardianship if one of them were to become incapacitated at a later time.

We provide help to Escambia residents who are subjected to garnishment actions when they have a legal defense to such an action. Defeating a garnishment action may prevent a family financial crisis.

Internal Revenue Service

Date: January 29, 2004

Northwest Florida Legal Services
PO Box 1551
Pensacola, FL 32591-1551

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms. Dalton 31-07967
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-1817996

Dear Sir or Madam:

This is in response to your request of January 29, 2004 regarding your organization's tax-exempt status.

In March 1981 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Northwest Florida Legal Services
59-1817996

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.
For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Acting Director, TE/GE
Customer Account Services

0000003 02/15/14

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/11

85-8012528155C-0	02/28/2014	02/28/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NORTHWEST FLORIDA LEGAL SERVICES INC
701 S J ST
PENSACOLA FL 32502-5239

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
NORTHWEST FLORIDA LEGAL SERVICE, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501 (c)(3)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
701 SOUTH J STREET

Requester's name and address (optional)

6 City, state, and ZIP code
PENSACOLA, FL 32502-5239

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	1	8	1	7	9	9	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Brenda F Hatton Date ▶ 04/04/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14044 **County Administrator's Report 11. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/03/2018
Issue: Escambia County Area Transit - Annual Summer Youth Pass Program
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Area Transit Annual "Summer Wheels" Youth Pass Program - Mike Crittenden, Mass Transit Director

That the Board take the following action:

A. Approve the Escambia County Area Transit (ECAT) Annual "Summer Wheels" Youth Pass Program for Fiscal Year 2018 for passengers 18 years of age and under, which will be available at no charge from Memorial Day to Labor Day;

or

B. Approve the ECAT Annual "Summer Wheels" Youth Pass Program for Fiscal Year 2018 for passengers 18 years of age and under, which will be available at no charge from Memorial Day to Labor Day, **and** approve the continuation of this annual program without further action of the Board.

[Funding: Promotional material and advertising for this program is included in the Mass Transit Budget]

BACKGROUND:

The Summer Youth Pass Program was originally created in 2013 and approved by the Board as an annual program in 2014.
On May 5, 2016, the Board approved an increase in the maximum age from 17 to 18 years old, and approved offering the passes at no charge to the riders.
During the 2017 Program, 781 ID cards were issued at no cost, and 9,968 trips were provided. The Summer Youth Pass will continue to allow Escambia County

youth to ride the bus free of charge at any time between Memorial Day and Labor Day.

As approved and directed by the Board during the April 13, 2017, Committee of the Whole workshop, the Summer Youth Pass Program will also be available to participants in the Summer Youth Employment Program, regardless of age.

For the annual program, Escambia County Area Transit (ECAT) plans to coordinate with the Internal departments and outside agencies such as The City of Pensacola, and the Escambia County School District to provide information to Escambia County schools and community centers.

To promote the Annual Summer Youth Pass Program, ECAT will make use of Social Media, with our Twitter and Facebook accounts, as well as including a combination of website, radio, and poster promotions.

The Annual Summer Youth Pass Program will be valid from Memorial Day through Labor Day each year and available to passengers 18 years of age and under at no charge.

Summer Youth Pass applications will be available to download and print at www.goecat.com, as well as at the ECAT Office each weekday from 8:00 am to 4:00 pm, beginning the Monday immediately before Labor Day.

BUDGETARY IMPACT:

Promotional material and advertising for this program is included in the Mass Transit Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This action complies with the Board's policy of providing safe, efficient, and comfortable mass transportation services to the citizens of Escambia County.

IMPLEMENTATION/COORDINATION:

ECAT staff will continue to coordinate with the appropriate community leaders to complete all implementation requirements.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14090 **County Administrator's Report 11. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/03/2018
Issue: Request for Referendum Regarding the Appointment of Superintendent of Schools in Escambia County
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Placing a Referendum on the November 6, 2018, General Election Ballot Regarding the Appointment of Superintendent of Schools of Escambia County - Jack R. Brown, County Administrator

That the Board consider the request of Malcolm Thomas, Superintendent of Schools of Escambia County, Florida, that a Referendum be placed before voters on the November 6, 2018, Florida General Election Ballot to determine if the Superintendent of Schools of Escambia County, Florida, should be appointed by the School Board of Escambia County, Florida.

BACKGROUND:

The School Board approved approved a Resolution at the April 17, 2018, Regular School Board Meeting, which states ""Section 1001.461(1), Florida Statutes (2017), provides that, to make the office of superintendent appointive, such proposition must be affirmed by a majority of the qualified electors voting in the elections," and "Section 1001.461(2), Florida Statutes (2017), provides that the Board of County Commissioners, upon request from the School Board, must cause the proposition to make the office of Superintendent appointive to be placed on the ballot at a general election or statewide primary or special election."

In a letter dated April 18, 2018, to Mr. Jack Brown, County Administrator, Superintendent Malcolm Thomas requested that the issue regarding the appointment of Superintendent of Schools of Escambia County be placed on the Board of County Commissioners' Regular Meeting Agenda.

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

Letter, Resolution, and Notice of Referendum

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

75 NORTH PACE BOULEVARD, PENSACOLA, FL 32505
PHONE 850/432-6121, FAX 850/469-6379
www.escambia.k12.fl.us
MALCOLM THOMAS, SUPERINTENDENT

April 18, 2018

Mr. Jack Brown County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Dear Mr. Brown:

Please accept this letter as a request to place an item on the Board of County Commissioners' Regular meeting agenda. Please consider this a request to place before voters on the November 6, 2018 general election the attached referendum regarding the appointment of Superintendent of Schools of Escambia County.

The School Board approved the attached Resolution at the April 17, 2018 Regular School Board meeting. Should you require additional information please do not hesitate to contact my office. Your assistance with this matter is greatly appreciated.

Sincerely,

Malcolm Thomas

Malcolm Thomas

MT/dh

c: Norm Ross, Deputy Superintendent
School Board Members
Donna Waters, General Counsel

RESOLUTION
OF
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

WHEREAS, Article IX, Section 5, Florida Constitution, provides that, when provided by resolution of a district school board and approved by vote of the electors, the district school superintendent in any school district shall be employed as provided by general law; and

WHEREAS, Section 1001.461(1), Florida Statutes (2017), provides that, to make the office of superintendent appointive, such proposition must be affirmed by a majority of the qualified electors voting in the election; and

WHEREAS, Section 1001.461(2), Florida Statutes (2017), provides that the Board of County Commissioners, upon request from the School Board, must cause the proposition to make the office of Superintendent appointive to be placed on the ballot at a general election or statewide primary or special election;

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

The Board of County Commissioners of Escambia County, Florida, is hereby requested to place on the ballot for the Florida general election, held in November, 2018. the following proposition:

ESCAMBIA COUNTY SCHOOL DISTRICT REFERENDUM

Shall the Superintendent of Schools of Escambia County, Florida, be appointed by the School Board of Escambia County, Florida?

_____Yes

_____No

DULY PASSED AND APPROVED by the School Board of Escambia County, Florida, in official session on this 17th day of April, 2018.

Gerald W. Boone, Chair

ATTEST:

Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT
FOR April 2018 AGENDA
APR - 4 2018
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

APR 17 2018

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
NOTICE OF REFERENDUM

The School Board of Escambia County, Florida, has approved the following Referendum question to be placed on the ballot for the November 6, 2018 General Election:

APPOINTMENT OF SUPERINTENDENT OF SCHOOLS

Shall the Superintendent of Schools of Escambia County, Florida, be appointed by the School Board of Escambia County, Florida?

(VOTE FOR ONE)

YES ☐

NO ☐

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14093 **County Administrator's Report 11. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/03/2018
Issue: Fiscal Year 2017-2018 Outside Agency Funding Request from the Century Chamber of Commerce
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2017-2018 Outside Agency Funding Request for the Century Chamber of Commerce - Commissioner Steven Barry, District 5

That the Board approve the Fiscal Year 2017-2018 Outside Agency Funding Request, in the amount of $55,000, for the Century Chamber of Commerce to begin a Workforce Development Program to meet the needs of the local employers and encourage the development of new employment opportunities in the Town of Century.

[Funding: Fund 102, Economic Development Fund, Cost Center 360704, Object 58201]

BACKGROUND:

During the July, 2017, Budget Workshops, the Board agreed to allocate the Century Chamber of Commerce $55,000 for Fiscal Year 2017-2018 under the condition that they bring a proposal back to the Board showing how the funds would be used for economic development.

The Century Chamber has prepared a Workforce Development Program that will target individuals 18 years old and older who are currently unemployed or under-employed and wish to improve the skills that will increase their ability to gain and keep employment in the construction and manufacturing sectors.

BUDGETARY IMPACT:

As part of the Fiscal Year 2017-2018 Budget that the Board approved in September, 2017, $55,000 was allocated for the Century Chamber of Commerce in the Economic Development Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Management and Budget will coordinate the payment with the Century Chamber of Commerce.

Attachments

Century Chamber of Commerce Workforce Development Program

Workforce Development Program

Century Area Chamber of Commerce

In Partnership with
Pensacola State College

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Introduction

In a continued effort to implement the Town of Century, Florida 2014 Six Pillars Community Economic Development Strategic Plan, to meet the needs of the local employers and encourage the development of new employment opportunities, the Century Area Chamber of Commerce has partnered with Pensacola State College to develop and implement a workforce readiness program for individuals seeking to improve their employability skills. This program will include training opportunities in reading comprehension, critical thinking, math, communication, workplace ethics, resume and interview skills and financial literacy.

This program will target individuals age 18 and over who are currently unemployed or under-employed and wish to improve the skills that will increase their ability to gain and keep employment in the construction and manufacturing sectors. Cohorts will consist of 12-15 students led by an instructor. Classes will be held at Pensacola State College, Century Center.

The Century Area Chamber of Commerce is requesting funding for this program from the Century Economic Development Project Funds ($55,000 available).

Town of Century, Florida
2014 Six Pillars Community Economic Development Strategic Plan[1]

Vision: The Town of Century will be the model for rural economic redevelopment, excelling in cultivating the workforce, facilitating the growth of regional industry, and enhancing the quality of life for its residents and the surrounding communities.

Mission: The Town of Century will act as a regional hub for interstate commerce that is sustained and cultivated through collaboration with its surrounding communities to become a transformative force for regional economic development.

Relevant Pillar: Talent Supply and Education

Relevant Strategic Goals:

- Lead the region in rural economic competitiveness
- Lead the region in rural community revitalization
- Lead the region in the development and delivery of innovative and relevant workforce training programs.

Relevant Objectives:

- Cultivate and support sustainable employment opportunities for the residents of Century.
- Create an environment that is conducive for business/industry recruitment, retention, and expansion.
- Increase Century's attractiveness to workers, residents, and visitors.

Relevant Tactics:

- Work with Century's Pensacola State College Campus to promote and recruit participation in locally administered financial literacy programs.
- Offer and promote literacy, computer literacy, job preparedness classes/seminars, and "soft skill" training through Pensacola State College, local agencies, and area churches.
- Invite regional prosperity (anti-poverty) initiatives to provide the Town with training/educational seminars on how to approach the Town's high levels of poverty.
- Continue to develop partnerships with regional organizations, which provide financial assistance and educational programs to low-income households.

Statement of Need

The Century, FL area has a great many assets; natural resources, educational institutions, access to interstate highway and rail transportation, and an industrial park to name a few. There is a strong desire to grow businesses and industries which would provide jobs and improve economic stability for the area.

A community's greatest asset, however, is its people – its human capital. For a community to prosper it is vital that its residents have not only quality educational opportunities but also the soft skills and resources necessary to succeed in today's increasingly competitive job market. Research conducted as part of the Economic Development Strategic Plan suggests that the workforce in Century has a skills gap.

The working age population in Century makes up over half (53%) of its overall population. However, approximately 27% of Century residents age 25 and older lack a high school degree or GED equivalent. This number increases to approximately 33% when you include the entire zip code 32535). Furthermore, over half of Century's households have an income of less than $25,000 with 41% of households living at or below the poverty line.[2]

The Town and surrounding community's high levels of poverty suggest that access to resources such as affordable childcare, transportation, and healthcare, as well as other barriers such as poor credit scores, addiction and the inability to pass background screenings impact members of the local workforce's ability to attain and keep a job. Focus groups held with local and regional employers, as well as community members during the Town's Economic Development Strategic Plan development reaffirm these issues.[3, 4]

The issue is twofold – the local workforce lacks both the technical skills and soft skills required for employment.

To address the high percentage of the workforce without a high school education or GED, Pensacola State College has partnered with the local business community to provide scholarships to cover the cost of GED preparation courses and the exam to individuals living in Century and the surrounding community. While students can enroll in many of the College's vocational programs without a GED, these students are not eligible for federal funding or traditional scholarships for these programs. Upon passing the GED, students are encouraged to enroll in one of the PSC vocational or academic programs offered at Century Center or one of PSC's other five campuses.

This plan seeks to address the second issue – the "soft skills" gap.

Plan Overview

To supplement the technical training component of local workforce development efforts, the Century Center and Center for Corporate and Professional Development at Pensacola State College and Century Area Chamber of Commerce will partner to educate the workforce on the soft skills needed in today's increasingly competitive job market by offering a "Basic Skills for the Workforce" Course that will address the issues challenging to individuals in the job market. Through discussions and focus groups with area industry leaders and employers the training topics were developed in an effort to increase positive outcomes on pre-employment exams, resumes and interviews, and workplace ethics. The complete program is in two phases. Phase I (52 hours) includes basic academic and employability skills. Phase II (200 hours) includes NCCER Core, OSHA 10, and Heartsaver First Aid with CPR and AED.

The Curriculum:

Phase I

• Reading Comprehension & Critical Thinking	8hrs
• Basic Math Skills	12hrs
• Business Grammar Skills	8hrs
• Communication Strategies	6hrs
• Workplace Ethics	4hrs
• Financial Literacy	2hrs
• Resume Building & Interview Skills	8hrs
• Mock Interviews	4hrs
Total Hours	52

See Appendix A for Course Descriptions and Objectives

Phase II

Students will learn basic skills which are required for many entry-level positions within the field of building construction and in industrial settings. The workshop will include the

- **NCCER Core**, which is the introductory course required by The National Center for Construction Education and Research (NCCER) for all construction trade vocational certificate programs (Welding, Carpentry, Electrical, Plumbing and HVAC) as part of their certifications.
    - Key Content: The NCCER Core course includes: Basic Safety, Introduction to Construction Math, and Introduction to Hand Tools, Introduction to Power Tools, and Introduction to Blueprints, Basic Communication Skills and Basic Employability Skills.

- NCCER Core Certification will articulate to any vocational program at institutions that use the NCCER Curriculum. This is 100 hours of course work.

- **OSHA 10hr**
  - Key Content: The OSHA(Occupational Safety and Health Administration) 10hr course teaches recognition, avoidance, abatement and prevention of safety and health hazards in workplaces. This course also provides information regarding workers' rights, employer responsibilities and how to file a complaint. It was also designed to help workers stay up-to-date with their OSHA safety requirements.

- **Heartsaver First Aid/CPR/AED**
  - Key Content: This course prepares the student to act in the event of medical emergencies and accidents in the workplace, community and home.

Phase II Total Hours: 200

Implementation Timeline:

March 2018	Develop Proposal
	Request Letters of Support
	Presentation to Century Area Chamber
	Presentation of Proposal to Commissioner Barry
April-May 2018	Presentation to Escambia County Board of County Commissioners
	Recruitment of Students
	Acquisition of materials
June 2018	Classes begin

Proposed Budget

These figures are based on a minimum of 12, maximum of 15 students enrolled in Phases1 and II.

Line Item	Expense	Description
Course Fee Phase I	$575 per student ($6,900 for 12 students, $8625 for 15)	Instruction, textbooks, supplies
Course Fee Phase II	$1800 per student ($21,600 for 12 students, $27,000 for 15)	Instruction, textbooks, supplies and testing fees
Participant Supplies	Included	Textbooks, PPE, class supplies (notebooks, paper, pencils)
Instructional supplies *	$10,000	Tools, supplies, equipment, consumables, PPE
Operational Expenses	10% ($3850 or $4563)	Data collection, record-keeping, reporting
Total	$36,050 (12 students) $50, 188 (15 students)	
Classes will be offered at PSC Century Center		

*The majority of these items are one-time start-up purchases. Subsequent cohorts will have on hand the tools, materials and supplies. The cost of future cohorts will be the course fees per student and replacement of consumables (paper, notebooks, etc., damaged tools and Personal Protective Equipment (PPE) that cannot be reused). Instructional supply costs are current local retail prices.

References

[1]Haas Center. 2014. "Town of Century, Florida 2014 Six Pillars Community Economic Development Strategic Plan." http://haas.uwf.edu/Content/Town%20of%20Century%20-%20Economic%20Development%20Strategic%20Plan.pdf (April 24, 2015).

[2]Haas Center. 2014. "Town of Century Economic and Demographic Profile." p 10 – 12. http://haas.uwf.edu/Content/Town%20of%20Century%20SP%20-%20Econ-Demo_Profile%20[REVISED].pdf (April 24, 2015).

[3]Haas Center. 2014. "Collection of Input from Local and Regional Stakeholders." p 6 – 9. http://haas.uwf.edu/Content/Town%20of%20Century%20SP%20-%20Collection%20of%20Input_REVISED%20FINAL.pdf (April 24, 2015).

[4] Town of Century Community Redevelopment Area Introduction Workshop. 2018. "SWOT Analysis of Community Needs" (February 20, 2018)

TOWN of Century FLORIDA

March 6, 2018

Paula Byrd

Director, Pensacola State College

Century Campus

Century FL 32535

Dear Mrs. Byrd:

As Mayor of the Town of Century, I am writing in support of the Century Chamber of Commerce in partnering with Pensacola State College to develop and implement a workforce readiness program for individuals seeking to improve their employability skills.

This proposal would help to fill gaps in job skills in our community as well as in the state. We believe these training opportunities would help unemployed Floridians gain valuable skills that will not only help them find jobs but also enhance their qualifications and allow them to consider alternative career paths.

More specifically, the building industry in Escambia County and other areas are booming and having this program in Century would target individuals age 18 and over who are currently unemployed or underemployed and wish to improve the skills that will increase their ability to gain and keep employment in the construction and manufacturing sectors.

For these reasons, the Town of Century fully support the partnership between Pensacola State College and the Century Area Chamber of Commerce and believes it will have a meaningful and sustainable impact on Florida communities.

Sincerely,

Henry Hawkins, Mayor

TOWN OF CENTURY
7995 N Century Blvd.
Century, Florida 32535
P. (850) 256-3208
F. (850) 256-0318
www.centuryflorida.com

COUNCIL
Ann Brooks
Sandra McMurray-Jackson
Benjamin Boutwell
Gary Riley
Luis Gomez

MAYOR
Henry Hawkins

TOWN CLERK
Leslie Howington
Certified Municipal Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14096 **County Administrator's Report 11. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/03/2018
Issue: Approval and Authorization for Owner Direct Purchases (ODP) for Design-Build Services for the New County Correctional Facility
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Owner Direct Purchases (ODP), for Design-Build Services for the New County Correctional Facility - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action, per the terms and conditions of PD 16-17.004, Design-Build Services for the New County Correctional Facility:

A. Approve the usage of Owner Direct Purchase (ODP) procurements, and

B. Authorize the County Administrator to approve and execute any Owner-Direct Purchase Orders that exceed $50,000.

BACKGROUND:

The Board on August 8, 2017 held a Special Meeting to review and discuss the responses to PD 16-17.004, Design-Build Services for the New County Correctional Facility. No action was taken at that meeting.

The Board on August 10, 2017 as part of a Committee of the Whole voted to Move forward with [authorizing staff and the design-build entity chosen for PD 16-17.004, Design-Build of the Escambia County Correctional Facility, to utilize] Owner Direct Purchases (ODP) [for the all purchases where utilization is to the cost-benefit of the County], and "do it in a way we will be purchasing, but we will not be hiring any additional staff at this time"

The Board on August 17, 2017 voted to move the August 10, 2017 action to the

September 7, 2017 agenda.

The Board at it's September 7, 2017 voted to accept the meeting minutes of the previous meetings but did not vote to ratify the August 10, 2017 action.

This action will allow the County Administrator to approve all ODP Purchase Orders without delay. If Board approval is required on ODP Purchase Orders, it will cause delays in ordering materials of two weeks or more which will cause time delays in the overall construction of the jail project. As discussed it is anticipated to see a savings of between $2,750,000 and 3,000,000 through the usage of ODP purchases.

BUDGETARY IMPACT:

The County is currently housing inmates in Walton County which costs between $300,000 and $350,000 per month.

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:

Facilities Management and the Office of Purchasing will work to coordinate all Owner Direct Purchases and the associated State of Florida required backup.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14060 **County Attorney's Report 11. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/03/2018
Issue: Amanda Phillips v. Escambia County Fire Rescue, EEOC Charge No.: 425-2018-00430
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning EEOC Case No.: 425-2018-00430

That the Board take the following action:

A. Discuss pending claim in EEOC Case No.: 425-2018-00430.

BACKGROUND:
Amanda Phillips filed a claim of discrimination against the County with the U.S. Equal Employment Opportunity Commission.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Office of the County Attorney

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-14094 **County Attorney's Report 11. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/03/2018
Issue: Resolution Protecting the Character of Existing Public Areas on Santa Rosa Island
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Resolution Protecting the Character of Existing Public Areas on Santa Rosa Island.

At the request of Commissioner Grover Robinson, that the Board adopt and authorize the Chairman to sign the attached Resolution to protect the character of existing public areas on Santa Rosa Island.

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

Resolution

RESOLUTION NUMBER R2018-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO PRESERVE AND PROTECT THE CHARACTER OF EXISTING PUBLIC AREAS ON SANTA ROSA ISLAND; PRECLUDING THE CREATION AND CONVEYANCE OF NEW PRIVATE LEASEHOLDS; PROVIDING ENHANCED PROTECTIONS FOR BEACH AREAS; PROVIDING A STATEMENT OF POLICY TO GUIDE FUTURE MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS AND SANTA ROSA ISLAND AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County is the owner of approximately 4800 acres on Santa Rosa Island, more particularly described in the Deed of Conveyance from the United States of America recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

WHEREAS, pursuant to the terms of the Deed of Conveyance, in relevant part, the "land shall be retained by the said Escambia County and be used by it for such purposes as it shall deem to be in the public interest or be leased by it from time to time in whole or in part or parts to such persons and for such purposes as it shall deem to be in the public interest and upon such terms and conditions as it shall fix and always to be subject to regulation by said County whether leased or not leased but never to be otherwise disposed of or conveyed by it"; and

WHEREAS, pursuant to Chapter 24500, Laws of Florida (1947), as amended, the Santa Rosa Island Authority (SRIA) has created and conveyed private leaseholds and administered development on Santa Rosa Island on behalf of Escambia County; and

WHEREAS, no new private leaseholds have been recently created and conveyed by the SRIA, and none are contemplated in the future; and

WHEREAS, the Board of County Commissioners wishes to preserve and protect the public character of all areas not previously created and conveyed by private leasehold and certain other areas upon expiration or termination of existing private leaseholds; and

WHEREAS, the Board of County Commissioners wishes to provide enhanced protections for areas currently located in Preservation (PR-PB) and Conservation/Recreation (CON/REC-PB) zoning districts, as well as those lying south of the 1975 Coastal Construction Setback Line (all land between the 1975 Coastal Construction Setback line and the Gulf of Mexico more commonly known as "the Beach"); and

WHEREAS, the Board of County Commissioners wishes to publish a statement of policy to guide future members of its Board and the SRIA;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, as follows:

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

2. As of the date of this Resolution, no new private leaseholds shall be created and conveyed on any property on Santa Rosa Island owned by Escambia County and/or administered by the SRIA. All public areas on Santa Rosa Island as of the date of this Resolution, including beaches, recreation and conservation areas, roads, parking lots, parks, beach access, and other public infrastructure, shall remain public and restricted from any form of private sale, lease or conveyance.

3. Upon expiration or termination of existing private leaseholds on Santa Rosa Island, any portions of such leaseholds lying south of the 1975 Coastal Construction Setback Line recorded in Plat Book 9 at page 72 through 72P of the public records of Escambia County, Florida, shall not be subsequently leased or otherwise conveyed, but shall be thereafter preserved and protected as a public recreation or conservation area.

4. In order to ensure that Escambia County maintains its current land management and preservation practices over the Beach, the Escambia County Board of County Commissioners shall convey a conservation easement to the National Park Service, United States Department of the Interior that provides protection against sale or lease for areas currently located in Preservation (PR-PB) and Conservation/Recreation (CON/REC-PB) zoning districts, as well as those lying south of the 1975 Coastal Construction Setback Line. The terms of the conservation easement will specify that the properties will be maintained under the current land management practices of Escambia County, Florida.

5. This Resolution shall take effect upon on its adoption by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Court

Jeff Bergosh, Chairman

Deputy Clerk

This document approved as to form
and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: April 26, 2018