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 17, 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 Underhill.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation proclaiming May 7 - 12, 2018, as "National Economic Development Week" and reminding individuals of the importance of this community celebration which supports the expansion of career opportunities and improving quality of life; and

B. Ratify the Proclamation dated May 4, 2018, proclaiming Saturday, May 5, 2018, as "Rosamond Johnson Beach Day" in Escambia County, in honor and memory of Private Rosamond Johnson, Jr., who made the ultimate sacrifice for our freedom.

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

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

8. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a Drainage Easement located between 12980 and 12990 Ogden Drive, on the Board's Own Motion.

Recommendation: That the Board take the following action concerning the Petition to Vacate a drainage easement located between 12980 and 12990 Ogden Drive, on the Board's own motion:

A. Approve or deny the vacation of a drainage easement located between 12980 and 12990 Ogden Drive, on the Board's own motion;

B. Adopt the Resolution to Vacate; and

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

9. 5:32 p.m. Public Hearing for consideration of the vacation of a portion of an alleyway in Block 48, Figland Park Subdivision, as petitioned by Roy and Patricia Wade.

Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of an alleyway in Block 48, Figland Park Subdivision:

A. Approve or deny the vacation of a portion of an alleyway (20 feet x 100 feet) in Block 48, Figland Park Subdivision, as petitioned by Roy and Patricia Wade;

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.

10. 5:33 p.m. Public Hearing for consideration of adopting a Resolution to amend the Atwood Redevelopment Area Boundaries.

Recommendation: That the Board take the following action concerning adoption of a Resolution to amend the Atwood Redevelopment Area boundaries:

A. Adopt 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 findings and determinations; providing for severability; providing for an effective date; and

B. Authorize the Chairman to execute the Resolution.

11. 5:34 p.m. TEFRA Public Hearing for consideration of authorizing the issuance by the Palm Beach County Health Facilities Authority of not-to-exceed $55,000,000 in Retirement Communities Revenue Bonds, on behalf of ACTS Retirement-Life Communities, Inc., or one of its affiliates.

Recommendation: That the Board take the following action concerning 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”) 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 Escambia County (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"):

A. Conduct the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing; and

B. Adopt and authorize the Chairman, following the TEFRA Public Hearing, to execute the Resolution approving the issuance of the Bonds upon the terms established therein and to execute the Interlocal Agreement approved in accordance therewith.

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.

12. 5:35 p.m. Public Hearing to consider adopting an Ordinance amending Section 6-4(f) of the Escambia County Code of Ordinances, relating to alcoholic beverages in public areas on Pensacola Beach, to extend the sunset provision.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 6, Article I, Section 6-4(f), of the Escambia County Code of Ordinances, relating to prohibiting the consumption of alcoholic beverages or the possession of alcoholic beverages in an open container on or upon public areas in the commercial district of Pensacola Beach, to extend the sunset provision.

13. 5:36 p.m. Public Hearing for consideration of the Petition to Vacate 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 petition to vacate 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.

14. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 110

I. Consent Agenda

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

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

A. The Escambia County Health Facilities Authority Pensacola, Florida Financial Statements September 30, 2017 and 2016, as provided by Paula G. Drummond, Administrator/General Counsel, Escambia County Health Facilities Authority;

B. The Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County for Contract Number 16NF-00-01-27-01-453, Project Number 4177-09-R, based on the Board's action of June 16, 2016, authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

C. The Release of Lease Agreement No. 4269 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, approved by the Board on March 2, 2017; and

D. Closing documents for sale of surplus properties located at 16504, 16506, and 16507 North Shore Lane to Robert and Laurie Santana, 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. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 3, 2018; and

B. Approve the Minutes of the Regular Board Meeting held May 3, 2018.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 3, Regarding HC/LI Uses

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC), Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU, reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning.

This hearing serves as the first of two public hearings.

II. Action Item

1. Recommendation Concerning Final Plat for Antietam Phase 1 Permit #1802481

That the Board take the following action concerning recording of Antietam Phase 1, a Planned Unit Development (PUD) of a multi-phase subdivision (a 61-lot private residential subdivision), located in the Beulah Community, lying north of W. Nine Mile Road (U.S. Highway 90) and west of and connected to Tower Ridge Road. Owned and developed by Antietam (FL) 2015, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the final plat for recording;

B. Approve the street names “Dunker Drive and Burnside Loop”; and

C. Authorize the Chairman or Vice Chairman to execute a Conservation Easement.

2. Recommendation Concerning Final Plat for Covington Permit #18041060

That the Board take the following action concerning recording of Covington (a 30-lot residential subdivision), located in the Beulah Community and lying off of and north of Mobile Highway (U.S. Highway 90) and west of Beulah Road (County Road 99). Owned and developed by Covington Developers Inc. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the final plat for recording;

B. Approve the street name “Covington Circle”;

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

D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety, for Streets and Drainage improvements.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

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

June 7, 2018

5:48 p.m. - A Public Hearing - HC/LI Residential and Industrial Use Changes Ordinance (second 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.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Multifamily Housing Revenue Bonds for Affordable Housing Project (Springhill Apartments located in Madison County, Florida) - JoLinda Herring, Bryant Miller Olive P.A. and Patricia D. Lott, Escambia County Housing Finance Authority

   That the Board adopt the Resolution approving the plan of finance therein described and the issuance and sale of not exceeding $5,500,000 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 Madison County, Florida.

2. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 15, 2018 - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the March 15, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

3. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 17, 2018 - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the April 17, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

4. Recommendation Concerning the CareerSource Escarosa Vocational Rehabilitation Memorandum of Understanding Amendment No. 1 - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board approve and authorize the Chairman to sign the following:

   A. Amendment No. 1 to the Memorandum of Understanding between Workforce Escarosa, Inc. d/b/a CareerSource Escarosa and the Florida Department of Education, Division of Vocational Rehabilitation; and

   B. Attachment 1 to the Memorandum of Understanding (the Infrastructure Funding Agreement [IFA]) between the same parties.

   The Amendment changes the MOU renewal terms from renewal for an additional three-year term to renewal for successive one-year terms. The amendment also incorporates the IFA as Attachment 1 to the MOU.

5. Recommendation Concerning an Appointment to the CareerSource Escarosa (formerly Workforce Escarosa, Inc.) Board of Directors - Tonya Gant, Neighborhood & Human Services Director

   That the Board approve the appointment of Donald James Alveshere, Area Director, Division of Vocational Rehabilitation, to the CareerSource Escarosa Board of Directors, to fill the vacancy left by Tawana Gilbert, Area Supervisor, Vocational Rehabilitation. The Workforce Investment and Opportunity Act (WIOA) authorizes a representative from Vocational Rehabilitation to sit on the regional workforce board. Mr. Alveshere will complete the unexpired term of Ms. Gilbert that will end on January 17, 2021.

6. Recommendation Concerning the Request to Allow Alcohol Consumption in the Brownsville Community Center During the Blues Concert to Be Held, Saturday, November 3, 2018 - Tonya Gant, Neighborhood & Human Resources Director

   That the Board approve the request of Michael Hall Promotions to allow the consumption of alcohol, during the Blues Concert at the Fall Blues Festival, to be held in the Brownsville Community Center on Saturday, November 3, 2018.

7. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for a 15-Minute Fireworks Event to Be Held at the Five Flags Speedway on Pine Forest Road - Tim Tolbert, Building Official/Department Director

That the Board review and approve the “Special Event Permit Application” for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for a 15-minute Fireworks Event between 9:00 p.m., and 10:00 p.m., to be held at the Five Flags Speedway located on Pine Forest Road directly after the races, with the fireworks display presented by Pyro Shows, Inc., on Friday, June 22, 2018.

8. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for a Fireworks Display for Second Baptist Church at the Portofino Island Resort on Pensacola Beach on June 13, 2018 - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 65dbA (when measured by a sound level meter at or within the property boundary of the receiving land use) for a fireworks display for Second Baptist Church, to be held at Portofino Pier on Pensacola Beach, on June 13, 2018, from 9:45 p.m., to 10:00 p.m.

9. Recommendation Concerning the Memorandum of Agreement between the United States Coast Guard and Escambia County Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Memorandum of Agreement between the United States Coast Guard and Escambia County Public Safety Department:

A. Approve the Memorandum of Agreement to establish the terms and conditions under which Escambia County, through the Communications Division of the Department of Public Safety and the United States Coast Guard that will define the National Interoperability Field Guide (NIFOG) radio channels and Incident Command Procedure that will be used during a joint mission.; and

B. Authorize Department Director, Michael D. Weaver to execute the Agreement on behalf of the County.

10. 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 - Michael D. 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 Michael D. Weaver, Escambia County Public Safety Director, to execute the documents necessary to complete the acquisition of this property.

The County Attorney asks that you please note this agreement contains an indemnity provision that is not favorable for the County. However, the State of Florida requires the County to agree to this provision to participate in this program.

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

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

12. Recommendation Concerning the Termination for Convenience with Escambia County (Alabama) Healthcare Authority - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Termination for Convenience notification from Escambia County (Alabama) Healthcare Authority:

A. Approve the Termination for Convenience; and

B. Authorize a waiver of the 30-day notification and make it effective May 14, 2018. Written notification was received from the Escambia County (Alabama) Healthcare Authority on May 1, 2018, stating they had obtained an EMS provider that would begin service to their area on May 14, 2018.

13. Recommendation Concerning the Request for Disposition of Property for Court Administration - Will Moore, Chief Deputy Court Administrator

That the Board approve the Request for Disposition of Property Form for the Court Administration Office, for property that has far exceeded the manufacturer's warranty and is past it's end of life. Some equipment is not operational and is now no longer of use to the department.

14. Recommendation Concerning the Acceptance of Three Parcels of Real Property Located on Hollywood Avenue, Godwin Lane, and Massachusetts Avenue - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning acceptance, via donation, of three parcels of real property, located on Hollywood Avenue, Godwin Lane, and Massachusetts Avenue:

A. Approve and authorize the Chairman to sign the Donation Agreement between Preferred Materials, Inc., and Escambia County;

B. Accept the donation of the following parcels, via Limited Warranty Deeds:

Property Reference Number	Address	Acreage
09-2S-30-0101-001-001	Hollywood Avenue	13.27
25-1S-31-3306-000-000	Godwin Lane	17.01
12-2S-30-7001-000-000	Massachusetts Avenue	28.16

C. Authorize the County Administrator to execute an IRS Form 8283 and a gift substantiation letter, subject to Legal sign-off; and

D. Authorize the Chairman or Vice Chairman to accept, and execute, the Limited Warranty Deeds and all other documents as necessary to complete the transaction, as of the day of delivery of the Deeds to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

15. Recommendation Concerning the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority Relating to a Sanitary Sewer System Improvement Project on Innerarity Island - Joy Jones, P.E., Public Works Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) relating to a Sanitary Sewer System Improvement Project on Innerarity Island.

[Funding: Funds for design and construction and engineering inspection (CEI) are available in Fund 352, LOST III – IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502. Funds for construction are available via the MSBU Ordinance, and initial project costs will be provided through an inter-fund loan from LOST to the MSBU fund and reimbursed from assessments]

II. Budget/Finance Consent Agenda

1. Recommendation Concerning an Extension to the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks and Recreation Department Director

   That the Board approve the Extension to the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility, extending the existing Contract for an additional year, effective June 1, 2018.

   [Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204]

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

That the Board ratify the following May 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 five Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Elizabeth B. Barton, owner of residential property located at 407 Labree Road, Redevelopment District, each in the amount of $2,195, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

2. The Agreements between Escambia County CRA and James R. and Gertrudes A. Pence, owners of residential property located at 1223 Poppy Avenue, Barrancas Redevelopment District, each in the amount of $2,600, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

3. The Agreements between Escambia County CRA and Clint A. and Emily P. Harris, owners of residential property located at 55 Druid Drive, Warrington Redevelopment District, each in the amount of $1,625, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

4. The Agreements between Escambia County CRA and Juanita Williams, owner of residential property located at 1125 Medford Drive, Palafox Redevelopment District, each in the amount of $2,530, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, to replace roof;

5. The Agreements between Escambia County CRA and Joel D. Harris, owner of residential property located at 224 Sunset Avenue, Warrington Redevelopment District, each in the amount of $5,994 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

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

3. Recommendation Concerning a Change Order to Blue Arbor, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1 to Blue Arbor, Inc., adding funds for Contractual Services, Community Center Workers:

Department:	Neighborhood & Human Services
Division:	Community Centers
Type:	Addition
Amount:	$4,233.23
Vendor:	Blue Arbor, Inc.
Project:	14CA2868
Contract:	PD 14-15.041
Purchase Order (PO) #:	170844
Change Order #:	1
Original Amount:	$48,000
New PO Total:	$52,233.23

4. Recommendation Concerning the Purchase of Demo Tools, with Trade-In, for the Escambia County Fire Rescue Division - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of the demo tools for the Public Safety Department, Fire Rescue Division:

A. Authorize the County to purchase the demo tools to include two ATT 6.5 Nexus, two S-100-28 Spreaders, two SLC-29- Cutters, two TLS-40 Telescoping Rams, four EXTH-30 hoses Red/Blue, one dual battery cutter, one dual battery spreader, eight AH M28 Batteries, and three bank battery chargers;

B. Authorize the issuance of a Purchase Order to Rescue Resource, Inc., (Vendor #410469), in the amount of $45,676; and

C. Approve the four Request for Disposition of Property Forms, allowing the Public Safety Department to trade in two sets of Amkus Rescue Tools, one Hose Reel and one set of TNT Rescue Tools toward the purchase of the demo tools.

[Funding Source: Fund 352, LOST III Funds, Cost Center 330228, Fire Services Capital Projects]

5. Recommendation Concerning the Agreement for Employment as Interim Public Safety Medical Director between Dr. Mark G. Stavros, M.D., and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, between Dr. Mark G. Stavros, M.D., and Escambia County, Florida:

A. Rescind the Board's prior action on March 15, 2018, approving and authorizing the County Administrator to sign the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, to allow Dr. Stavros, M.D., to perform the duties of the Medical Director for a term of three months, with an optional month-to-month extension for up to three additional months;

B. Approve the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, with a start date of February 16, 2018, and continue for a term of three months, with an optional month-to-month extension for up to three additional months; and

C. Authorize the County Administrator to sign the Agreement.

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

6. Recommendation Concerning the Issuance of a Fiscal Year 2017/2018 Purchase Order, in Excess of $50,000, to Physio Control, Inc. - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of and authorize the County Administrator to sign a Blanket Purchase Order, in excess of $50,000, for the annual maintenance of all AED's purchased on behalf of the Public Safety Department's Emergency Medical Service Division, per the following:

Vendor/Contractor	Amount	Contract Number
Physio-Control, Inc. Vendor Number: 164035 Repair & Maintenance Fund: 408 (EMS Fund) Cost Center: 330302 Amount: $55,566	$55,566	Blanket Purchase Order

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

7. Recommendation Concerning Utilization of the Second of Two Possible One-Year Extensions Provided for in the Agreement for Escambia County Correctional Department Uniforms, PD 13-14.048 - Selina Barnes, Interim Corrections Department Director

That the Board approve the utilization of the second of two possible one-year extensions provided for under Section 2 of PD 13-14.048, the Agreement for Escambia County Correctional Department Uniforms.

[Funding: Fund 001, General Fund; Cost Center 290401 and Fund 175, Transportation Trust Fund; Cost Center 290202]

8. Recommendation Concerning Utilization of the Second of Three Possible One-Year Extensions Provided for in the Agreement for Commissary Services for the Escambia County Road Prison, PD 13-14.044 - Selina Barnes, Interim Corrections Department Director.

That the Board approve the utilization of the second of three possible one-year extensions provided for under Section 2 of PD 13-14.044, Agreement for Commissary Services for the Escambia County Road Prison.

[Funding: This is a revenue generating agreement benefiting the Road Prison's Commissary Trust revenue account; Fund 175, Account 342301]

9. Recommendation Concerning Utilization of the Second of Two Possible One-Year Extensions, Provided for in the Multiple Award Agreement for Corrections Department Laundry and Cleaning Supplies, PD 13-14.046 - Selina Barnes, Interim Corrections Department Director

That the Board approve the utilization of the second of two possible one-year extensions, provided for under Section 2 of the following Agreements covered by PD 13-14.046:

A. Agreement for Laundry and Cleaning Supplies, PD 13-14.046, between Bob Barker Company and Escambia County, Florida; and

B. Agreement for Laundry and Cleaning Supplies, PD 13-14.046, between Charles Neely Corporation-PR Chemical & Paper Supply and Escambia County, Florida

[Funding: Fund 001, General Fund; Cost Center 290401 and Fund 111 Detention/Jail Commissary; Cost Center 290406]

10. Recommendation Concerning Contract Award for Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4 - 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 Site and Utility, LLC, per the terms and conditions of PD 17-18.038, Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4, in the amount of $318,251.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 16EN3542]

11. Recommendation Concerning Contract Award for Re-Solicit 4-H Multipurpose Livestock Facility - 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 J. Miller Construction Inc., per the terms and conditions of PD 17-18.050, Re-Solicit 4-H Multipurpose Livestock Facility, for a lump sum of $103,398.40.

[Funding: Fund 352, LOST III; Cost Center 110267, Public Facilities & Project Lost III; Object Code 56201, Buildings]

12. Recommendation Concerning the West Florida Public Library Computer Replacement Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Purchase Order from Escambia County, Florida, to Dell Marketing L.P., per the terms and conditions of PD 17-18.046, West Florida Public Library Computer Replacement Project, for a lump sum of $109,570.

[Funding: Fund 113, Capital; Cost Center 110503, Information Systems; Object Code 56401, Machinery & Equipment - $31,450; and Fund 113, Operating Supplies; Cost Center 110503, Information Systems; Object Code 56401, Machinery & Equipment - $78,120]

13. Recommendation Concerning Joint Participation Agreement Between the State of Florida Department of Transportation and Escambia County - FPN 438150-1-58-01 - Traffic Signal Video Detection Equipment - Joy Jones, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution approving and authorizing the Chairman to sign the Joint Participation Agreement (JPA) between the State of Florida Department of Transportation and Escambia County - FPN 438150-1-58-01 - Traffic Signal Video Detection Equipment.

[Funding: FDOT agrees to reimburse the County for the actual costs of the project in an amount up to, but not to exceed $225,748. Funding is available in Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 11EN1028, ITS Application, $226K available. Public Works - ITS to cover costs until reimbursed by FDOT]

14. Recommendation Concerning the Acceptance of a 5' Perpetual Sidewalk Easement Along the Beach to Bay, LLC, Property for the Pensacola Beach Boulevard Access Road Project - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a 5' Perpetual Sidewalk Easement along property owned by Beach to Bay, LLC, for the Pensacola Beach Boulevard Access Road Project:

A. Accept the donation of the 5' Perpetual Sidewalk Easement for the Pensacola Beach Boulevard Access Road Project from Beach to Bay, LLC;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for an access road, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize the Chairman or Vice Chairman to accept the Easement documents as of the day of delivery of the Easements, and for the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The County Attorney asks that you please note the language requires the County to hold harmless and indemnify the donor of the easement. This provision is not favorable to the County, but it was required by the donor as a condition of donating the easement.

[Funding: Funds for incidental expenses associated with recording of documents are available in Engineering Escrow Account accessed by the Escambia County Clerk's Office]

15. Recommendation Concerning the State of Florida Department of Transportation State-Funded Grant Agreement for County Road 184 (Muscogee Road) Phase IV-B Freight Corridor - FPN: 437039-4-54-01 - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) State-Funded Grant Agreement for County Road (CR) 184 (Muscogee Road) Phase IV-B Freight Corridor, FPN: 437039-4-54-01, for funding not to exceed $500,000, for the transportation improvements on CR 184 (Muscogee Road) Freight Corridor in Escambia County:

A. Adopt a Resolution authorizing the Chairman to execute the Agreement;

B. Approve, subject to Legal review and sign off, the State of Florida Department of Transportation (FDOT) State-Funded Grant Agreement for transportation improvements on CR 184 (Muscogee Road) Freight Corridor in Escambia County; and

C. Authorize the Chairman to sign the Agreement, the Resolution, and any other documents related to this project, subject to Legal approval, without further action of the Board.

[Funding: A Supplemental Budget Amendment for the $500,000 will be prepared by the Office of Management and Budget to recognize the funding for the Agreement. The local participation amount of $77,500 is available in the LOST III fund account associated with CR 184 (Muscogee Road) Corridor Improvements and connecting roadway]

16. Recommendation Concerning Contract PD 14-15.030 for the Bob Sikes Bridge Toll System Upgrade Project - Joy Jones, P.E., Public Works Department Director

That the Board approve the annual allocation, in the amount of $177,294.16, plus an additional 10% ($17,729.42) for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2019, to Transcore, LP.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401]

17. Recommendation Concerning a Change Order on Contract PD 16-17.010, to Roads, Inc. of NWF, for the Muscogee Road (County Road 297A and U.S. 29) Widening and Drainage Improvement Project - Joy Jones, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc. of NWF, in the amount of $185,162.49, on Contract PD 16-17.010, for the Muscogee Road (County Road 297A and U.S. 29) Widening and Drainage Improvement Project:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$185,162.49
Vendor:	Roads, Inc. of NWF
Project Name:	Muscogee Road (County Road 297A and U.S. 29) Widening and Drainage Improvement Project
Contract:	PD 16-17.010
PO#:	171017
CO#:	4
Original Contract Award:	$1,790,010.68
Cumulative Amount of Change Orders Through this CO:	$250,038.40
New Contract Amount:	$2,040,049.08

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107, Object Code 56301, Project #16EN3535]

18. 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.

19. Recommendation Concerning Supplemental Budget Amendment #100 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #100, General Fund (001) and Local Option Sales Tax III (LOST) Fund (352), in the amount of $141,311, to recognize the Sheriff's off-duty officer, investigative costs, insurance proceeds, auto repairs, firing range and miscellaneous reimbursements/fees ($42,231) and the proceeds from the sale/auction of older, high mileage vehicles that were purchased with LOST ($99,080) and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses and the LOST portion back into LOST Project 08SH0018 for future vehicle/equipment purchases.

20. Recommendation Concerning Supplemental Budget Amendment #103 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #103, Other Grants and Projects Fund (110), in the amount of $200,000, to recognize proceeds from Enterprise Florida, and to appropriate these funds for the Airfield Influence Planning Districts (AIPDs) Density Reduction. This project will continue to facilitate the retention of local military installations, specifically Naval Air Station (NAS) Pensacola, by mitigating incompatible land uses through land acquisition. No matching funds are required.

21. Recommendation Concerning Supplemental Budget Amendment #108 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #108, Disaster Recovery Fund (112), in the amount of $1,181,252, to recognize the two State of Florida, Division of Emergency Management Flood Mitigation Assistance Grant Program (FMA) Projects funds, for Acquisition & Demolition of the properties of Ketcham, Loggins and Cames and to retrofit the three single family residences of Watson, Konz and Hamilton and to reduce and/or mitigate the damage that might otherwise occur from flooding, severe weather, or other hazards.

22. Recommendation Concerning Supplemental Budget Amendment #109 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #109, Other Grants and Projects Fund (110), in the amount of $25,500 to recognize additional Grant proceeds for Grant Agreements 15104 & 13225 from the Florida Fish and Wildlife Conservation Commission (FWC) for the Ex-Oriskany PCB Artificial Reef Monitoring Project. These Grant funds will be used for contaminant testing and fish tissue sampling activities at the Ex-Oriskany reef site.

23. Recommendation Concerning Supplemental Budget Amendment #111 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action:

A. Adopt the Resolution approving Supplemental Budget Amendment #111, Other Grants and Projects Fund (110) in the amount of $6,792, to recognize direct supplemental funding from the State of Florida Department of Health Division of Emergency Preparedness & Community Support, and to appropriate these funds for the Florida Enhanced State Opioid-Involved Overdose Surveillance (FL-ESOOS) Program. The District 1 Medical Examiner will be responsible for providing increased comprehensive and specialized toxicology testing and reporting their findings back to the Florida Department of Health. The State will reimburse the County for the testing provided through the Medical Examiner's Office; and

B. Approve the issuance of the necessary Purchase Order to the District 1 Medical Examiner's Office based upon the attached Scope of Work (SOW) provided by the Florida Department of Health.

24. Recommendation Concerning Default on the Purchase of Two County-Owned Real Properties Located at 13 Elegans Avenue and 200 Block Seamarge Lane - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning default on the purchase of two County-owned real properties located at 13 Elegans Avenue (Account #: 08-4039-000, Reference #: 59-2S-30-1000-010-017) and 200 Block Seamarge Lane (Account #: 08-4370-000, Reference#: 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.

25. Recommendation Concerning Amending the Board's Action of October 5, 2017, Regarding the General Paving and Drainage Contract, Paving and Drainage Projects - Patrick T. Johnson, Waste Services Department Director

That the Board amend its action of October 5, 2017, CAR II-13, Item "I", General Paving and Drainage Contract, Paving and Drainage Projects, as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
I.	General Paving and Drainage Contract Paving and Drainage Projects Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field) (1) Panhandle Grading & Paving, Inc. - Vendor No. 160114 (2) Roads, Inc. of NWF - Vendor No. 182328 (3) Midsouth Paving, Inc. - Vendor No. 133305 (4) Utility Service Company, Inc. - Vendor No. 211593 (5) Gulf Atlantic Constructors, Inc. - Vendor No. 843895 (6) Allsouth Construction Services, LLC - Vendor No. 420550 (7) Chavers Construction - Vendor No. 032335 (8) J. Miller Construction, Inc. - Vendor No. 133404 ~~(9) Infrastructure Specialty Services, Inc. - Vendor No. 420809~~ (9) B & W Utilities, Inc. - Vendor No. 420661 (10) Gulf Marine Construction, Inc. - Vendor No. 072896 (11)Heaton Brothers Construction Company, Inc. - Vendor No. 081314 (12) Principle Properties, Inc. - Vendor No. 420785 (13) Site and Utility, LLC - Vendor No. 420683	$350,000	~~PD 14-15.064~~ ~~BCC 9-22-16~~ PD 16-17.081 BCC 11-30-17

26. Recommendation Concerning the First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida, Between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners - Selina Barnes, Interim Director of Corrections

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

A. Approve the first amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida. This amendment increases the funding for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility from $18,000 to $21,600. This funding is provided by the First Judicial Circuit Court Administration; and

B. Authorize the Chairman to sign the Amendment.

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

III. For Discussion

1. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2018 Seasonal Fireworks Displays Launched from a Floating Platform near the Portofino Pier on Pensacola Beach - Tim Tolbert, Building Official/Department Director

   That the Board approve or deny the following individual "Special Event Permit Applications" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15-minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use). Each of the noise waiver Applications listed below coincides with an Application for a fireworks exhibition for the 2018 Seasonal Fireworks Displays, sponsored by Portofino and launched from a floating platform near the Portofino Pier on Pensacola Beach:

   A. Application for May 27, 2018, 9:00 p.m. - 9:30 p.m.;
   B. Application for June 1, 2018, 9:00 p.m. - 9:30 p.m.;
   C. Application for June 8, 2018, 9:00 p.m. - 9:30 p.m.;
   D. Application for June 14, 2018, 9:00 p.m. - 9:30 p.m.;
   E. Application for June 22, 2018, 9:00 p.m. - 9:30 p.m.;
   F. Application for June 29, 2018, 9:00 p.m. - 9:30 p.m.;
   G. Application for July 4, 2018, 9:00 p.m. - 9:30 p.m.;
   H. Application for July 13, 2018, 9:00 p.m. - 9:30 p.m.;
   I. Application for July 20, 2018, 9:00 p.m. - 9:30 p.m.;
   J. Application for July 27, 2018, 9:00 p.m. - 9:30 p.m.;
   K. Application for August 3, 2018, 9:00 p.m. - 9:30 p.m.;
   L. Application for August 10, 2018, 9:00 p.m. - 9:30 p.m.;
   M. Application for September 2, 2018, 9:00 p.m. - 9:30 p.m.;
   N. Application for October 27, 2018, 9:00 p.m. - 9:30 p.m.; and
   O. Application for December 31, 2018, 11:59 p.m. - January 1, 2019, 12:30 a.m.

2. Recommendation Concerning the Pensacola Beach Congestion Management Plan - Phase III Improvements - Roundabouts with Pedestrian Underpasses - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the Pensacola Beach Congestion Management Plan - Phase III Improvements - Roundabouts with Pedestrian Underpasses:

A. Accept the Santa Rosa Island Authority (SRIA) Board's action at its May 9, 2018 regular meeting to proceed with Phase III design through 100% construction plans; or

B. Reject the SRIA Board's action and provide an alternate direction.

[Funding: LOST IV - Public Works Transportation Fund; $1,341,682.33 - $256,825.00 for Phase II - Additional Parking Areas, and $1,084,857.33 for Phase III Roundabouts with Pedestrian Underpasses.

Phase III total - $1,084,857.33 - $179,575.85 (paid to date) = $905,281.48 (balance as of 03/26/18)]

3. Recommendation Concerning the USDA Summer Feeding Program in Escambia County - Todd Humble, Library Services Director

That the Board grant approval for the West Florida Public Library System to operate the free USDA summer meal service for children in areas of Escambia County.

4. 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. Washington High School Quarterback Club, Inc., in the amount of $500;

B. American Cancer Society, in the amount of $5,000;

C. J.M. Tate High School FFA Foundation, Inc., in the amount of $7,500; and

D. Florida House Washington DC, 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]

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of "X" Street and a Portion of West Strong Street - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding a Petition to Vacate a Portion of "X" Street and a Portion of West Strong Street:

A. Authorize the scheduling of the 5:32A Public Hearing for June 7, 2018, at 5:32 p.m., to consider the Petition to Vacate a Portion of "X" Street as petitioned by Brownsville Assembly of God Church;

B. Authorize the scheduling of the 5:32B Public Hearing for June 7, 2018, at 5:32 p.m., to consider the Petition to Vacate a Portion of West Strong Street as petitioned by Brownsville Assembly of God Church; and

C. Require the Petitioners to notify all property owners within a 500-foot radius.

6. Recommendation Concerning the Acquisition of Real Property for the Bristol Park-Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board, in accordance with Section 46-139 of the Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve, by super-majority, or deny the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area Project:

A. Authorize the purchase of the following parcel, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price (averaged appraised value)
John D. and Sheryl Braun	3012 Ashbury Lane	2.42 acres	$475,000

B. Approve the Contract for Sale and Purchase for the acquisition of real property in the Bristol Park - Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to HMGP guidelines; and

D. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete this acquisition without further action of the Board.

[Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning BP Oil Spill Collection Donation to University of West Florida Library

That the Board, at the request of Commissioner Grover C. Robinson, take the following action:

A. Adopt and authorize the Chairman to sign the Resolution concerning the donation of all materials, papers, and documents relating to the BP Oil Spill to the University of West Florida Library; and

B. Authorize the Chairman to sign the University Archives and West Florida History Center Deed of Gift and Donor Form.

II. For Information

1. Recommendation Concerning *Jacqueline Rogers v. Escambia County Board of County Commissioners*; DEO Case No.: 18-034

That the Board accept for information the attached Determination of Consistency in the matter of *Jacqueline Rogers v. Escambia County Board of County Commissioners*, DEO Case No.: 18-034, in which the Department of Economic Opportunity found in favor of Escambia County and held that Escambia County Ordinance No. 2017-14 is consistent with the Escambia County Comprehensive Plan.

2. Recommendation Concerning *Jacqueline Rogers v. Escambia County Board of County Commissioners*; DOAH Case No.: 17-5530GM

That the Board accept for information the attached Proposed Recommended Order of Administrative Law Judge D. R. Alexander, State of Florida, Division of Administrative Hearings, in the matter of *Jacqueline Rogers v. Escambia County Board of County Commissioners,* DOAH Case No.: 17-5530GM, in which Judge Alexander found in favor of Escambia County and held that Escambia County Ordinance No. 2017-53 is in compliance with Chapter 163, Florida Statutes and with the Escambia County Comprehensive Plan.

15. Items added to the agenda.

16. Announcements.

17. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14150 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 05/17/2018
Issue: Adoption and Ratification of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation proclaiming May 7 - 12, 2018, as "National Economic Development Week" and reminding individuals of the importance of this community celebration which supports the expansion of career opportunities and improving quality of life; and

B. Ratify the Proclamation dated May 4, 2018, proclaiming Saturday, May 5, 2018, as "Rosamond Johnson Beach Day" in Escambia County, in honor and memory of Private Rosamond Johnson, Jr., who made the ultimate sacrifice for our freedom.

BACKGROUND:
Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations. Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

National Economic Development Week

Rosamond Johnson Beach Day

PROCLAMATION

***WHEREAS**, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and*

***WHEREAS**, the International Economic Development Council recognizes 2018 as the 92nd anniversary of the International Economic Development Council and;*

***WHEREAS**, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and*

***WHEREAS**, economic developers stimulate and incubate entrepreneurism in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and*

***WHEREAS**, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and*

***WHEREAS**, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and*

***WHEREAS**, FloridaWest Economic Development Alliance works in the County of Escambia within the State of Florida to achieve these objectives.*

***NOW, THEREFORE, BE IT PROCLAIMED** that the Board of County Commissioners of Escambia County, Florida, does hereby recognize May 7 – 12, 2018, as "National Economic Development Week" and reminds individuals of the importance of this community celebration which supports the expansion of career opportunities and improving quality of life.*

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 17, 2018

PROCLAMATION

***WHEREAS**, the life of Private Rosamond Johnson, an African-American hero and the first Escambia County resident to die in the Korean War, will be commemorated Saturday, May 5th, at Johnson's Beach in Perdido Key, Florida; and*

***WHEREAS**, after joining the military when he was just 15 years old, Private Rosamond Johnson, Jr., was killed at the age of 17, during the Korean Conflict on July 26, 1950; and*

***WHEREAS**, having carried two wounded men to safety under enemy fire, Private Johnson was killed going back to save a third; and*

***WHEREAS**, Private Johnson posthumously received the Purple Heart on August 21, 1950; and*

***WHEREAS**, Pensacola beaches were racially segregated at the time of Private Johnson's death; the Gulf Beach area was a popular area for African-Americans. After the Korean Conflict, the County-owned recreational area was renamed "Rosamond Johnson Beach" to honor its fallen hero; and*

***WHEREAS**, Rosamond Johnson Beach became part of the Gulf Islands National Seashore in 1973, and a permanent monument in honor of Private Johnson was erected at Johnson Beach in 1996.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim Saturday, May 5, 2018, as*

"ROSAMOND JOHNSON BEACH DAY"

in Escambia County, in honor and memory of Private Rosamond Johnson, Jr., who made the ultimate sacrifice for our freedom.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Vice Chairman, District Two

Jeff Bergosh, Chairman, District One

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

THE BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: May 4, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14085 **Public Hearings 8.**

BCC Regular Meeting

Meeting Date: 05/17/2018

Issue: 5:31 p.m. Public Hearing - Vacate a Drainage Easement Located Between 12980 and 12990 Ogden Drive, On the Board's Own Motion

From: Joy Jones, Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a Drainage Easement located between 12980 and 12990 Ogden Drive, on the Board's Own Motion.

Recommendation: That the Board take the following action concerning the Petition to Vacate a drainage easement located between 12980 and 12990 Ogden Drive, on the Board's own motion:

A. Approve or deny the vacation of a drainage easement located between 12980 and 12990 Ogden Drive, on the Board's own motion;

B. Adopt the Resolution to Vacate; and

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

BACKGROUND:

On August 26, 1997, the Board authorized staff to proceed with obtaining easements and/or property needed to construct road and drainage improvements along 66 county roads, including Ogden Drive. A 20-foot-wide Drainage Easement was required, and the property owners at 12990 Ogden Drive donated a 15-foot-wide Drainage Easement, located on the east side of the property line. The remaining five feet were obtained from the owners of the adjacent property, 12980 Ogden Drive.

Drainage improvements that were made during the Hartung-Ogden Drainage Project in 2010 eliminated the need for the drainage pipe within the easement area. The pipe still functions for private downspout connection. Staff recommends that the Board vacate the abandoned Drainage Easement since it no longer serves a public purpose.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Resolution
Notice of Adoption
Certification of Property Owners
Aerial Map

RESOLUTION NUMBER R_____-_____

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

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

A portion of Section 2, Township 2 South, Range 32 West, Escambia County, Florida, being more particularly described as follows:

The east 15 feet of Lot 8 and the west 5 feet of Lot 7 in Block "I", of Perdido Heights Subdivision, according to the resubdivision plat thereof recorded in October 1925, in Plat Book 1 at page 2 of the public records of Escambia County, Florida.

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

WHEREAS, the Board of County Commissioners, have caused to be published on April 26, 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 p.m. on May 17, 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;

A portion of Section 2, Township 2 South, Range 32 West, Escambia County, Florida, being more particularly described as follows:

The east 15 feet of Lot 8 and the west 5 feet of Lot 7 in Block “I”, of Perdido Heights Subdivision, according to the resubdivision plat thereof recorded in October 1925, in Plat Book 1 at page 2 of the public records of Escambia County, Florida.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
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 17, A.D., 2018, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III (A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

A portion of Section 2, Township 2 South, Range 32 West, Escambia County, Florida, being more particularly described as follows:

The east 15 feet of Lot 8 and the west 5 feet of Lot 7 in Block “I”, of the Perdido Heights Subdivision, according to the resubdivision plat thereof recorded in October 1925, in Plat Book 1 at page 2 of the public records of Escambia County, Florida.

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

Dated this 17th day of May, A.D., 2018.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned hereby certifies that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated April 19, 2018.

Kara Johnson, Property Acquisition Coordinator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WITNESS my hand and official seal this 19th day of April, A.D., 2018.

Notary Public

Stacey S. Ward
Print or type name

STACEY S. WARD
Notary Public - State of Florida
Commission # GG 188816
My Commission Expires
April 7, 2022

Commission Number:
Commission Expires:

PUGH RONALD 33 1/3 INT &
1134 JAGUAR CIR
GULF BREEZE, FL 32563

HIGHFILL TOKIKO N
12940 LILLIAN HWY
PENSACOLA, FL 32506

DJURIC SLAVOLJUB & MARGARET
12960 LILLIAN HWY
PENSACOLA, FL 32506

LANGAN PATRICK L LIFE EST &
900 TRACY RD
PENSACOLA, FL 32506

HUYNH TRUONG & THERESA
202 CLEMONS RD
BRANDON, FL 33510

ELLIOTT JOHN H
12941 ROSIRITO PLACE
PENSACOLA, FL 32506

LAWSON JAMES W SR & REBECCA L
12921 ROSIRITO PL
PENSACOLA, FL 32506

GRIFFITH GUY E &
9122 BELTON BEND CT
CYPRESS, TX 77433

MITCHELL LARRY DALE &
901 TRACY RD
PENSACOLA, FL 32506

WILSON LAWRENCE HENRY JR LIFE EST &
13050 ROSIRITO PL
PENSACOLA, FL 32506

MAMMELLI ONOFRIO EST OF
13000 OGDEN DR
PENSACOLA, FL 32506

SKIPPER STEVEN D &
2534 PEARTREE DR
CANTONMENT, FL 32533

COSTIGAN ELLEN C TRUSTEE
12970 OGDEN DR
PENSACOLA, FL 32506

CAMERON KENNETH D &
12990 OGDEN DR
PENSACOLA, FL 32506

MURPHY VINCENT L
12930 LILLIAN HWY
PENSACOLA, FL 32506

BONWIT BARRY L & ROBERTA A
12920 LILLIAN HWY
PENSACOLA, FL 32506

WRIGHT STACEY L TRUSTEE FOR
731 PENSACOLA BEACH BLVD #209
PENSACOLA BEACH, FL 32561

DJURIC SLAVOLJUB
12960 LILLIAN HWY
PENSACOLA, FL 32506

MAMMELLI VIRGINIA SUE &
13000 ODGEN DR
PENSACOLA, FL 32506

MAMMELLI CHARLES LEE &
4393 RAYFIELD DR
SARASOTA, FL 34243

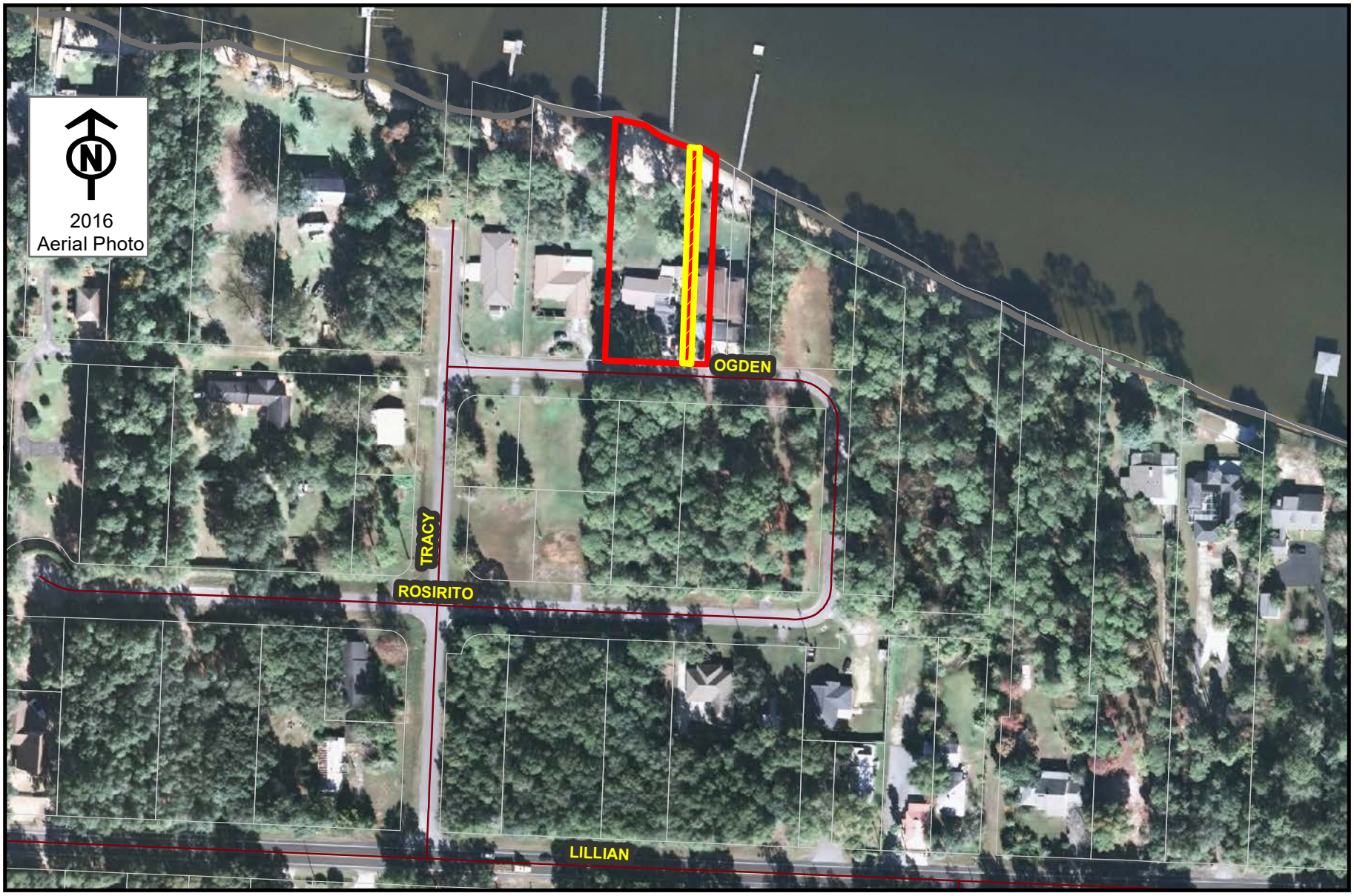
FORTUNATI RICHARD A &
12950 ODGEN RD
PENSACOLA, FL 32506

WALKER RON
941 TRACY RD
PENSACOLA, FL 32506

BIRGEL GILBERT C &
13000 OGDEN DR
PENSACOLA, FL 32506-8435

ESCAMBIA COUNTY PUBLIC WORKS
REAL ESTATE ACQUISITION
3363 W PARK PLACE
PENSACOLA, FL 32505

Ogden Drive



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 11/17/17 DISTRICT 1

12990 Ogden Drive (Left)
12980 Ogden Drive (Right)

Drainage Easement to be vacated

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14098 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 05/17/2018

Issue: 5:32 p.m. Public Hearing - Vacate of a Portion of an Alleyway in Block 48, Figland Park Subdivision

From: Joy Jones, Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the vacation of a portion of an alleyway in Block 48, Figland Park Subdivision, as petitioned by Roy and Patricia Wade.

Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of an alleyway in Block 48, Figland Park Subdivision:

A. Approve or deny the vacation of a portion of an alleyway (20 feet x 100 feet) in Block 48, Figland Park Subdivision, as petitioned by Roy and Patricia Wade;

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:

Petitioners Roy and Patricia Wade own the property south of the alleyway in Block 48 of Figland Park, formerly Fig City Townsite, as recorded in Plat Deed Book 87, page 244 of the Official Records of Escambia County, Florida. Block 48 is bordered on the north by West Ensley Street, West Devane Street to the south, Rawls Avenue to the west, and Pond Avenue to the east. Mr. and Mrs. Wade are requesting that the Board vacate any interest the county has in a portion of a 20' wide alleyway (20 feet x 100 feet) located in Block 48. The request will not close

the entire alleyway, just the length of the Petitioners' property.

Staff has reviewed the request and has no objections to the Vacation. All utility companies have been contacted and have no objections to the request. Gulf Power does have a pole located on the property that no longer provides services that they will remove. No one will be denied access to his or her property as a result of this Vacation.

Notifications were sent to the surrounding property owners within a 500' radius 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 Statues, Chapter 336.

IMPLEMENTATION/COORDINATION:

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

Attachments

Hold Harmless - Figland Park, Blk 48
Resolution - Figland Park, Blk 48
Notice of Adoption - Figland Park, Blk 48
Certification of Property Owners - Figland Park, Blk 48
Aerial Map - Figland Park, Blk 48

HOLD/HARMLESS AGREEMENT

WHEREAS, Roy Wade and Patricia Wade hereafter called "Petitioner(s)" ha____ 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:

That portion of a 20ft wide alleyway lying 100ft east of the east right of way line of Rawls Ave (Palm Ave) running between and adjacent to lots 1, 2 and 16 block 48 of Figland Park, formerly Fig City Townsite as recorded in Plat Deed Book 87, p244 of the Public Records of Escambia County, Florida

2. Petitioner(s), hereby covenant(s) and agree(s) that they ha ve 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.

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

AMANDA GAVES
Print or type name

Witness

ELIZABETH TORRES
Print or type name

Roy Wade
Petitioner(s)

Roy Wade
Print or type name(s)

Date: 4/19/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of APRIL, 2018, by ROY WADE. He/She is (___) personally known to me, (___) produced current Florida/Other FL DL driver's license as identification, and/or (___) produced current _____ as identification.

KIMBERLY SILCOX
Notary Public - State of Florida
Commission # GG 002507
My Comm. Expires Oct 10, 2020

(Notary Seal must be affixed)

Notary Public

KIMBERLY SILCOX
Print or type name

Commission Expires: 10/10/2020
Commission Number: GG002507

Witness

AMANDA EAVES
Print or type name

Elizabeth Jones
Witness

ELIZABETH TORRES
Print or type name

Patricia L Wade
Petitioner(s)

Patricia Wade
Print or type name(s)

Date: April 19, 2018

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of APRIL, 2018, by PATRICIA WADE. He/She is (___) personally known to me, (___) produced current Florida/Other FLDL driver's license as identification, and/or (___) produced current _____ as identification.

KIMBERLY SILCOX
Notary Public - State of Florida
My Comm. Expires Oct 10, 2020

(Notary Seal must be affixed)

Notary Public

KIMBERLY SILCOX
Print or type name

Commission Expires: 10/10/2020
Commission Number: GG002507

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, Roy Wade and Patricia Wade have 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:

That portion of a 20 foot wide alleyway lying 100ft east of the east right of way line of Rawls Ave (Palm Ave) running between and adjacent to lots 1, 2 and 16 block 48 of Figland Park, formerly Fig City Townsite as recorded in Plat Deed Book 87, pg 244 of the Public Records of Escambia County, Florida.

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

WHEREAS, Petitioner(s), Roy Wade and Patricia, have caused to be published on April 26, 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 5:32pm on May 17 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;

That portion of a 20ft. wide alleyway lying 100 ft. east of the east right of way line of Rawls Ave. (Palm Ave.) running between and adjacent to lots 1, 2 and 16 block 48 of Figland Park, formerly Fig City Townsite as recorded in Plat Deed Book 87, pg. 244 of the Public Records of Escambia County, Florida.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
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 17, 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:

That portion of a 20 ft. wide alleyway lying 100ft east of the east right of way line of Rawls Ave. (Palm Ave) running between and adjacent to lots 1, 2 and 16 block 48 of Figland Park, formerly Fig City Townsite as recorded in Plat Deed Book 87 pg 244 of the Public Records of Escambia County, Fl.

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), do___ hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated April 18, 2018.

Roy Wade Patricia C Wade
Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WITNESS my hand and official seal this 19 day of APRIL, A.D., 2018.

Notary Public

KIMBERLY SILCOX

Print or type name

KIMBERLY SILCOX
Notary Public - State of Florida
Commission # GG 002507
My Comm. Expires Oct 10, 2020

Commission Number: GG002507
Commission Expires: 10/10/2020

#2-16-34-49-52-70 are Toben John Jacobson

#2009-2011-2013 are Kimberly Jo (Skipper Tisdale) + JN Tisdale - Mailing address 2011 (HS)

	ONname1	MailingAddr	Situs
1	STONE STEVE	8625 ORANGE AVE+PENSACOLA, FL 32534	8625 ORANGE AVE
2	JACOBSON TOBEN JOHN	111 HANNAH ST+PENSACOLA, FL 32534	8659 POND AVE
3	MARTINES JOSEPH A & JEAN W	121 W HANNAH ST+PENSACOLA, FL 32534	121 HANNAH ST
4	SMITH LARRY R	1101 N LAKE DR+EAST DUBLIN, GA 31227	249 W ENSLEY ST
5	WHATLEY GLORY	8610 JUNIPER+PENSACOLA, FL 32534	8610 N JUNIPER
6	RODRIGUEZ RIGOBERTO M moved to Situs	~~15 MEMORY LN+PENSACOLA, FL 32503~~ moved to chg to 8620 Rawls Ave 32534	8620 RAWLS AVE
7	FLOYD BARBARA THOMAS	6011 SONGBIRD DR+PENSACOLA, FL 32503	61 W ENSLEY ST
8	RS BOES HOLDINGS LLC	101 W ENSLEY ST+PENSACOLA, FL 32534	101 W ENSLEY ST
9	RIESENBERG BRYANT & NANCY	4408 CEDARBROOK DR+PENSACOLA, FL 32526	8596 ORANGE AVE
10	RAMSEY FRED JR	6777 DATA ST+PENSACOLA, FL 32504	39 W DEVANE ST
11	FONTENOT RICKIE J	211 DEVANE ST+PENSACOLA, FL 32534	211 DEVANE ST
12	PENSACOLA POOLS INC	3480 GULF BREEZE PKWY+GULF BREEZE, FL 32563	8510 MAYFLOWER AVE
13	AMERSON ELLEN L	8619 VANCE AVE+PENSACOLA, FL 32534	8619 VANCE AVE
14	STRAUGHN MARY E	8541 POND AVE+PENSACOLA, FL 32534	8541 POND AVE
15	BRADLEY SUSAN JANE	8509 RAWLS AVE+PENSACOLA, FL 32534	8509 N RAWLS AVE
16	JACOBSON TOBEN JOHN same as #2	111 HANNAH ST+PENSACOLA, FL 32534	8651 POND AVE
17	SWAIN GEORGE T &	8814-B N DAVIS HWY+PENSACOLA, FL 32514	8639 N RAWLS AVE
18	PURVIS CLYDE L JR	8611 RAWLS AVE+PENSACOLA, FL 32534	8611 RAWLS AVE
19	HARRIS KEITH	8615 POND AVE+PENSACOLA, FL 32534	8615 POND AVE
20	BALDERAS JOSE RAFAEL	31 W NINE MILE RD+PENSACOLA, FL 32534	8611 N VANCE AVE
21	REESMAN CHARLES R LIFE EST REESMAN BON	8604 VANCE AVE+PENSACOLA, FL 32534	8604 N VANCE AVE
22	BLUNT PRINCE R	8513 VANCE AVE+PENSACOLA, FL 32534	8513 VANCE AVE
23	MEACHAM RUTH	8963 PENSACOLA BLVD+PENSACOLA, FL 32534	8531 POND AVE
24	DURNIL JOHN	64 W ENSLEY ST+PENSACOLA, FL 32534	64 W ENSLEY ST
25	SMITH WENDELL M	PO BOX 384+MOLINO, FL 32577	8635 RAWLS AVE
26	SMALL NATHAN L	8603 JUNIPER AVE+PENSACOLA, FL 32534	8603 N JUNIPER AVE
27	KNAPP GARY A	8609 RAWLS AVE+PENSACOLA, FL 32534	8609 RAWLS AVE
28	SKIPPER KIMBERLY JO + John Tisdale. (same as Tisdel)	8613 POND AVE+PENSACOLA, FL 32534 (8611) is the hs # Kimberly Skipper is now Tisdale	8613 POND AVE - This Situs is 8609 8611 8613
29	ANDREWS SHAWN A	8609 VANCE AVE+PENSACOLA, FL 32534	8609 VANCE AVE
30	SMITH MARILYN J	20 W DEVANE ST+PENSACOLA, FL 32534	20 W DEVANE ST
31	FIRST BAPTIST CHURCH OF ENSLEY INC	50 W JOHNSON AVE+PENSACOLA, FL 32534	50 W JOHNSON AVE
32	GATES JOHN A & KATHERINE M	8521 POND AVE+PENSACOLA, FL 32534	8521 POND AVE
33	YO-AG ENTERPRISES INC	1032 BAYSHORE DR+NICEVILLE, FL 32578	8600 BLK POND AVE

4	JACOBSON TOBEN & #2 on list	111 HANNAH ST+PENSACOLA, FL 32534 already done #2	8600 BLK POND AVE
5	SKIPPER(KYMBERLY JO + John Tisdale see #28	8613 POND AVE+PENSACOLA, FL 32534 Already done see # 28	8611 POND AVE – Situs is 8609
6	MAYHAIR RITA	8503 N VANCE AVE+PENSACOLA, FL 32534	8503 N VANCE AVE hs – 8611 8613
7	MONTGOMERY JAVAN	13335 JOHNSON BEACH RD+PENSACOLA, FL 32507	8675 N PALAFOX ST
8	WADE ROY L & This is us	8570 COVE AVE+PENSACOLA, FL 32534— This is us	200 W DEVANE
9	WALKER BILLY W	8650 POND AVE+PENSACOLA, FL 32534	8650 POND AVE
0	POSTON JOSEPH	5440 COVENTRY AVE+PENSACOLA, FL 32526	8625 RAWLS AVE
1	GREENWELL BARRY T III	8601 JUNIPER AVE+PENSACOLA, FL 32534	8601 JUNIPER
2	JOHNSON WILLIAMS LOREYONNA	8601 N VANCE AVE+PENSACOLA, FL 32534	8601 N VANCE AVE
3	HRUBY HOLLY ANN	5724 english turn dr+MILTON, FL 32571	8505 POND AVE
4	SANCHEZ JOSE I QUINTANA	8756 SCENIC HILLS DR+PENSACOLA, FL 32514	242 W JOHNSON AVE
5	BELL KATRESE NICOLE	144 W ENSLEY ST+PENSACOLA, FL 32534	144 W ENSLEY ST
6	QUALLS CAROL A	PO BOX 468+CANTONMENT, FL 32533-0468	8615 RAWLS AVE
7	TISDALE KYMBERLY & - John	8611 POND AVE+PENSACOLA, FL 32534	8609 POND DR
8	REEC INVESTMENTS LLC	2218 BRIGHAM RD+GREENSBORO, NC 27409	120 W JOHNSON AVE
9	JACOBSON TOBEN J & see #2	111 HANNAH ST+PENSACOLA, FL 32534	100 BLK ENSLEY ST
0	TISDALE KYMBERLY &– John see #28	8611 POND AVE+PENSACOLA, FL 32534	8601 POND AVE
1	CASKEY JOHN	3089 EXECUTIVE DR # 126+CLEARWATER, FL 33762	8501 POND AVE
2	JACOBSON TOBEN J & See #2	111 HANNAH ST+PENSACOLA, FL 32534	160 W ENSLEY ST
3	PALMER LOUIS H &	8200 LAWTON ST+PENSACOLA, FL 32514-6055	216 W ENSLEY ST
4	MCINTYRE ALICE D	8600 MAYFLOWER AVE+PENSACOLA, FL 32534	8600 MAYFLOWER ST
5	STANFORD GERALD L	8600 JUNIPER AVE+PENSACOLA, FL 32534	8600 JUNIPER AVE
6	THOMAS CHARLES	2205 W AVERY ST+PENSACOLA, FL 32505	120 W DEVANE AVE
7	HARRIS NATHAN T & LORI A	110 W DEVANE ST+PENSACOLA, FL 32534	110 W DEVANE ST
8	MEADOWS THOMAS L	8600 ORANGE AVE+PENSACOLA, FL 32534	8600 ORANGE AVE
9	JORDAN TIMOTHY &	6645 HAMPTON RD+PENSACOLA, FL 32505	80 BLK HANNAH ST
0	HOLLINGSWORTH DEWAYNE 1/2 INT &	8201 HIGHWAY 97A+MCDAVID, FL 32568-1415	100 BLK ENSLEY ST
1	ARCENEAUX STACEY L	2140 GLORIA CIR+PENSACOLA, FL 32514	220 W ENSLEY ST
2	HENDERSON ANITA F &	8502 POND AVE+PENSACOLA, FL 32534	8502 N POND AVE
3	VELASCO DEMOVAL MAGDALENE EST OF	C/O GREGORIO D VELASCO JR+220 W JOHNSON AVE+PENSACOLA, FL 32534	220 W JOHNSON AVE
4	SHULER JAMES & VIOLA	4826 BIRCHWOOD PL+PENSACOLA, FL 32503	250 W JOHNSON AVE
5	MCARTHUR JESSE D &	2633 WILDHURST TRL+PACE, FL 32571	8610 ORANGE AVE
6	JACOBSON TOBEN J & – #2 on list	111 HANNAH ST+PENSACOLA, FL 32534 already done (Top of pg 1)	100 BLK ENSLEY ST
7	RILEY MORGAN &	8652 JUNIPER AVE+PENSACOLA, FL 32534	8652 JUNIPER AVE

68	KENDRICK DOUGLAS C & TENICE S	521 WILLIAMS DITCH RD+CANTONMENT, FL 32533	8604 JUNIPER AVE
69	SIMPKINS STANLEY & MARY D	610 BARRINGTON WAY+ROSWELL, GA 30076	8610 N POND AVE
70	JACOBSON TOBEN JOHN see #2	111 HANNAH ST+PENSACOLA, FL 32534 Already done	8626 RAWLS AVE
71	ADAMS ROOSEVELT JR	8602 MAYFLOWER AVE+PENSACOLA, FL 32534	8602 MAYFLOWER AVE
72	WADE ROY L (US)	8570 COVE AVE+PENSACOLA, FL 32534	8612 RAWLS AVE
73	SHEFFIELD ELLIS A JR	C/O ANGELA REVELS+6123 HILLTOP DR+PENSACOLA, FL 32504-7513	8506 N RAWLS AVE
74	TAYLOR ZACHARY LEWIS	2354 WALTHAM ST+PENSACOLA, FL 32505	8508 POND AVE
75	ADAMS ROOSEVELT	8602 MAYFLOWER AVE+PENSACOLA, FL 32534 already done	8656 JUNIPER AVE
76	DUNLAP DENNIS E & TINA M	5916 BELL RIDGE TRL+PENSACOLA, FL 32526	8510 N RAWLS AVE
77	ODOM MINNIE LOLA	561 TELERAN ST+PENSACOLA, FL 32534	8664 JUNIPER AVE
78	SCOTT JAMIE	8510 POND AVE+PENSACOLA, FL 32534-3355	8510 N POND AVE
79	BURKE JAMES P &	219 W HANNAH ST+PENSACOLA, FL 32534	8659 JUNIPER AVE
80	SIMPSON MECHELLE J	8512 POND AVE+PENSACOLA, FL 32534	8512 POND AVE
81	WADE CAROL & (US)	119 W DEVANE ST+PENSACOLA, FL 32534	119 W DEVANE ST
82	SWANN SCOTT ANTHONY	8653 JUNIPER AVE+PENSACOLA, FL 32534	8653 JUNIPER AVE
83	SIMMONS PATRICIA ANN EST OF	230 W ENSLEY ST+PENSACOLA, FL 32534	230 W ENSLEY ST
84	COX LOYD W	242 W ENSLEY ST+PENSACOLA, FL 32534	242 W ENSLEY ST
85	WILLIAMS SARAH B	250 W ENSLEY ST+PENSACOLA, FL 32534	250 W ENSLEY ST
86	GRAFF JAMES	4544 MONPELLIER DR+PENSACOLA, FL 32505	8652 MAYFLOWER AVE

EXHIBIT "A"

REQUEST TO VACATE A PORTION OF A 20' ALLEYWAY LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF RAWLS AVENUE RUNNING BETWEEN AND ADJACENT TO LOTS 1, 2, AND 16 BLOCK 48 OF FIGLAND PARK

Petitioners: ROY AND PATRICIA WADE

ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 11/28/17 DISTRICT 3

Petitioner's Property

Portion of Alleyway to be Vacated

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14105 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 05/17/2018
Issue: 5:33 p.m. Public Hearing to Adopt a Resolution to amend the Atwood Redevelopment Area Boundaries
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of adopting a Resolution to amend the Atwood Redevelopment Area Boundaries.

Recommendation: That the Board take the following action concerning adoption of a Resolution to amend the Atwood Redevelopment Area boundaries:

A. Adopt 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 findings and determinations; providing for severability; providing for an effective date; and

B. Authorize the Chairman to execute the Resolution.

BACKGROUND:

The Community Redevelopment Agency (CRA), a division of Neighborhood and Human Services Department, was directed to conduct the necessary research and analysis to support findings that would determine whether expanded areas from the east of the centerline of Hilburn Road to include parcels on both sides of Ira Drive including a short portion of Atwood Drive to the south located within the Atwood community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached.

On May 17, 2018, at 9:00 a.m., a CRA meeting was convened to recommend to the Board to conduct a Public Hearing concerning the adoption of a Resolution

that amend the Atwood Redevelopment Area Plan as to boundaries only. A copy of the Resolution is attached which includes the map for the proposed area.

BUDGETARY IMPACT:

Funding for the proper advertisement will be provided through the CRA Atwood Tax Increment Financing (TIF), Fund 151, Cost Center 370120. After the Atwood Redevelopment Area Plan is amended, the Atwood TIF Ordinance will be amended to include the additional parcels identified in the proposed expansion area.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's office have reviewed and signed the Resolution as to form and legal sufficiency.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Conducting a Public Hearing to adopt a Resolution for the proposed expansion of the Atwood Redevelopment District is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

Upon Board adoption of the Resolution, staff will coordinate and implement the necessary documents to amend the Plan and TIF Ordinance to include the expansion area.

Attachments

RESOLUTION_ATWOODEXP_MAY2018

RESOLUTION R2018-_____

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 FINDINGS AND DETERMINATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there remains a slum and blighted area in the Atwood Redevelopment Area that needs redevelopment and that threatens the area's successful redevelopment and sustainability of revitalization; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the citizens of Escambia County that this slum and blighted area be included in the County's revitalization efforts; and

WHEREAS, including this unproductive area in the Atwood Redevelopment Area would provide major economic and social benefits to the Atwood community and its residents; and

WHEREAS, pursuant to §163.361, Florida Statutes, community redevelopment plans may be amended or modified at any time after approval by the governing body; and

WHEREAS, the Atwood Redevelopment Area Plan may be amended in accordance with the requirements set forth in §163.361, Florida Statutes, to expand the boundaries as provided herein.

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

Section 1. Recitals. The above stated recitals are true and correct and incorporated herein by reference.

Section 2. Authority. This Resolution is adopted pursuant to the provisions of the "Community Redevelopment Act of 1969," codified as §§163.330, et seq., Florida Statutes.

Section 3. Definition. The definitions of terms as provided in §163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in this resolution. In addition, the term "Atwood" when used in this Resolution shall mean the area within the boundaries of Escambia County, Florida, as legally described in Exhibit A, attached hereto, and as depicted in the map attached hereto as Exhibit B, titled "Atwood Redevelopment District and 2018 Proposed Expansion," all of which are referenced herein.

Section 4. Findings and Determinations. The Board of County Commissioners of Escambia County finds and determines as follows:

a) The Board of County Commissioners finds and determines that the area referred to as the "2018 Proposed Expansion Area" of the Atwood Redevelopment District has slum or blighted areas which substantially impair the sound growth of the County and are a threat to the public health, safety, morals, and welfare of the residents of the County; and that the existence of blight further creates an economic and social

liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of public expenditures for crime prevention and other forms of public services, and depressing the tax base.

b) The Board of County Commissioners further finds and determines that a combination of rehabilitation, conservation, and redevelopment of the "2018 Proposed Expansion Area" of the Atwood Redevelopment District is necessary in the interest of the public health, safety, morals, and welfare of the area's residents in order to eliminate, remedy, and prevent such conditions of slum or blight.

c) The Board of County Commissioners further finds and determines that there exists a need for a Community Redevelopment Agency to function in the "2018 Proposed Expansion Area" of the Atwood Redevelopment District to carry out certain redevelopment purposes pursuant §§163.330, et seq., Florida Statutes.

d) Finally, The Board of County Commissioners further finds and determines that the "2018 Proposed Expansion Area," which is depicted in the map attached hereto as Exhibit B, is appropriate for redevelopment projects and is hereby included in the Atwood Redevelopment Area.

Section 5. **Severability.** If any section, sentence, clause or phrase of this Resolution 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 Resolution.

Section 6. **Effective Date.** 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

(SEAL)

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed_____

BCC Approved_____

Approved as to form and legal sufficiency.

By/Title:

Date: 3/29/18

EXHIBIT "A"

Legal Description:

Prepared at the request of the Escambia County Engineering Department

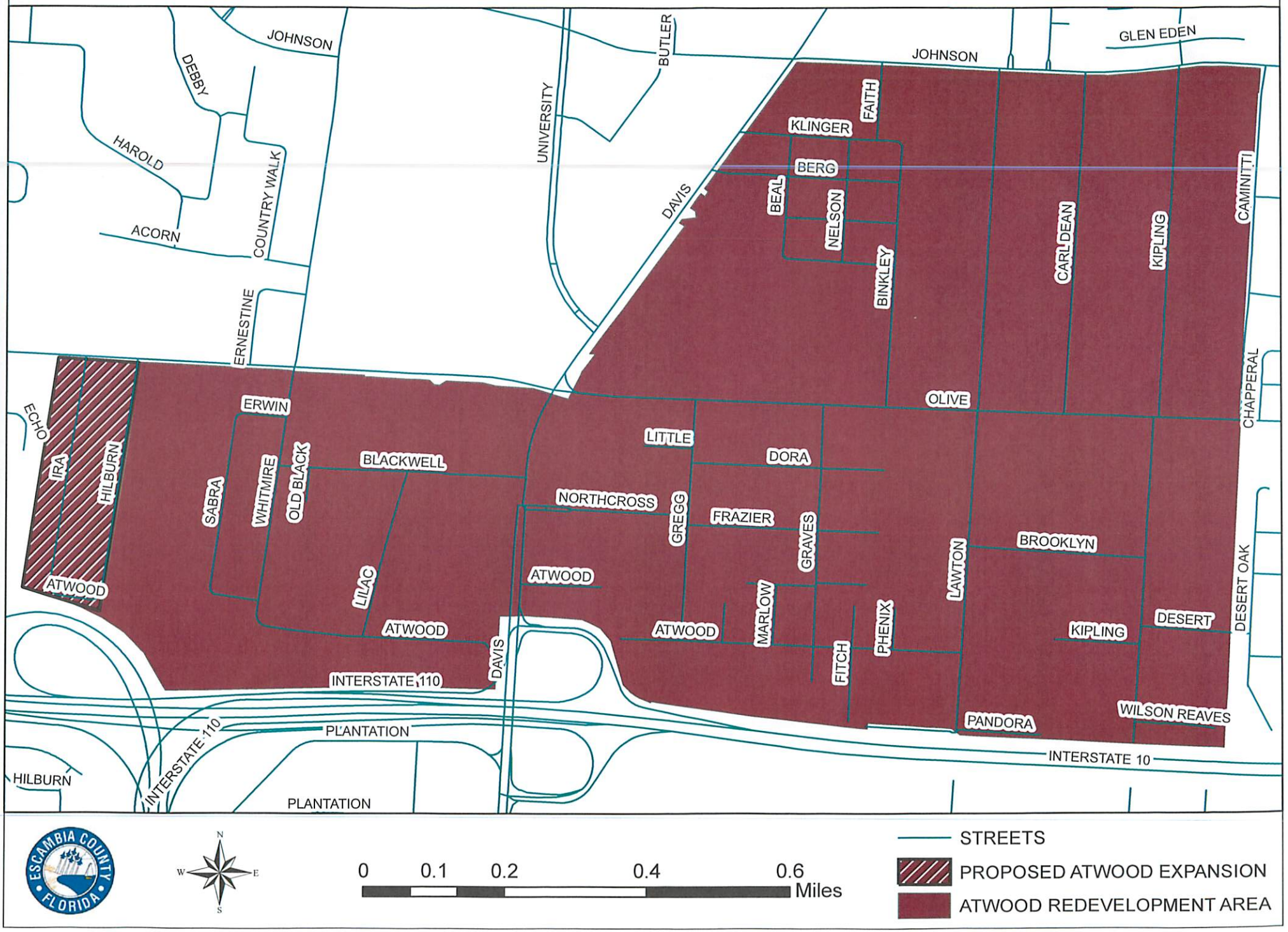
March 15, 2018

Begin at the Southwest corner of Lot 7 of a Subdivision of Section 20, Township 1 South, Range 30 West, Escambia County, Florida as recorded in Deed Book "P" at Page 375 of the Public Records of said County; thence North along the West line of said Lot 7 to the intersection of said West line of Lot 7 and the South right-of-way line of West Olive Road (66' R/W); thence Easterly along said South right-of-way line to the intersection of the South right-of-way of West Olive Road (66' R/W) and the East right-of-way line of Hilburn Road (R/W Varies); thence Southerly along said Easterly right-of-way line of Hilburn Road (R/W Varies) to the intersection of said Easterly right-of-way line and the South line of Section 20, Township 1 South, Range 30 West, Escambia County, Florida; thence proceed Southerly along an extension of said East right-of-way line of Hilburn Road to the intersection of the Southerly right-of-way line of a 33 foot wide parcel of property conveyed for right-of-way and drainage as described in Deed Book 558, Page 198 of said Public Records; thence proceed Westerly along said South right-of-way line to a point on the Northerly right-of-way line of Interstate 10 and Interstate 110 Interchange right-of-way and the most Westerly point as described in O.R. book 3598, Page 855 of said Public Records, said point being on the arc of a curve concave to the Southwest, having a radius of 1,103.24 feet; thence proceed Westerly along the arc of said curve to the intersection of the South right-of-way line as described in Deed Book 558, Page 198 and the North line of that described in O.R. Book 6385, Page 1600; thence proceed Westerly along said South right-of-way line to a point lying 33 feet South, more or less, of the Southwest corner of the aforementioned Lot 7 of a Subdivision of Section 20, Township 1 South, Range 30 West, Escambia County, Florida; thence proceed Northerly 33 feet, more or less, to the Southwest corner of said Lot 7 and the Point of Beginning.

Lying in and being a portion of Sections 19, 20, Township 1 South, Range 30 west, Escambia County, Florida. Containing 25.9 acres more or less.

Certified to: Escambia County, Florida Board of County Commissioners

ATWOOD REDEVELOPMENT DISTRICT 2018 PROPOSED EXPANSION (EXHIBIT B)



Findings of Necessity
Proposed 2018 Atwood Expansion Area

Introduction

Escambia County Community Redevelopment Agency (CRA), a Division of the Neighborhood & Human Services Department, prepared this report to support the proposed expansion of the Atwood Redevelopment Area as to boundaries only. The Atwood Redevelopment Area was adopted in 2015 and the Redevelopment Plan and Tax Increment Financing (TIF) were established in 2016. This proposed expansion will include properties to the east of the centerline of Hilburn Road to include parcels on both sides of Ira Drive including a short portion of Atwood Drive to the south. A legal description of the proposed expansion area is provided as Exhibit A. A map depicting the proposed expansion area is provided as Exhibit B. The following data and analysis support the legislative finding that conditions in the proposed expansion area meet the criteria of slum or blight as described in the Florida Statute 163.340(7) or (8).

Findings

A "blighted area" is seen as an area with a substantial number of deteriorated or deteriorating structures, in which conditions, as indicated by government, maintained statistics or other studies are leading to economic distress or endanger life or property. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

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

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. The lack of a public sewer system hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon a recently conducted windshield survey, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residences were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated Condition. The housing conditions windshield survey results found 62.5% of the single-family houses in the area are in poor condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. The remaining minority of houses, 37.5%, were found to be in fair condition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. The average single family home in the proposed area was constructed in 1957. Of the 28 residential lots in the proposed area, four are vacant and seven have mobile homes.

The proposed area also includes a trailer park. Due to the age of the majority of the structures in the proposed area, it would make sense that the houses are in need of updates to include energy related improvements. All (100%) of the owner-occupied housing in the proposed area is valued at less than the County median housing value of $121,800, with median housing value of $35,327. Overall housing conditions and values support the need for redevelopment in the area.

Summary

Based upon the findings presented, the proposed expansion area exhibits conditions of slum or blight as defined by Florida Statutes. The proposed expansion area would benefit from redevelopment projects and programs. A combination of rehabilitation, conservation and redevelopment would support the elimination, prevention, and remedy of the conditions of blight identified in the proposed area.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14143 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 05/17/2018
Issue: Palm Beach County Health Facilities Authority Retirement Communities Revenue Bonds, Series 2018 (ACTS Retirement–Life Communities, Inc.)
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

5:34 p.m. TEFRA Public Hearing for consideration of authorizing the issuance by the Palm Beach County Health Facilities Authority of not-to-exceed $55,000,000 in Retirement Communities Revenue Bonds, on behalf of ACTS Retirement-Life Communities, Inc., or one of its affiliates.

Recommendation: That the Board take the following action concerning 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”) 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 Escambia County (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"):

A. Conduct the Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing; and

B. Adopt and authorize the Chairman, following the TEFRA Public Hearing, to execute the Resolution approving the issuance of the Bonds upon the terms

established therein and to execute the Interlocal Agreement approved in accordance therewith.

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 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. 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.

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 applicable requirements of the Conduit Bonds Ordinance.

IMPLEMENTATION/COORDINATION:

None.

Attachments

Resolution and Interlocal Agreement

RESOLUTION NO. R2018-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE PALM BEACH COUNTY HEALTH FACILITIES AUTHORITY AND THE COUNTY AUTHORIZING THE OPERATION OF THE PALM BEACH COUNTY HEALTH FACILITIES AUTHORITY IN ESCAMBIA COUNTY, FLORIDA, FOR THE PURPOSE OF ISSUING ONE OR MORE SERIES OF ITS NOT TO EXCEED $55,000,000 RETIREMENT COMMUNITIES REVENUE BONDS, SERIES 2018 (ACTS RETIREMENT-LIFE COMMUNITIES, INC. OBLIGATED GROUP) (COLLECTIVELY, THE "BONDS") TO PROVIDE FUNDS TO FINANCE THE CURRENT REFUNDING OF ALL OR A PORTION OF A LINE OF CREDIT MORE FULLY DESCRIBED HEREIN AND THE ACQUISITION, CONSTRUCTION, EQUIPPING AND IMPROVEMENT OF CERTAIN RETIREMENT COMMUNITIES MORE FULLY DESCRIBED HEREIN AND LOCATED IN MULTIPLE LOCATIONS WITHIN THE STATE OF FLORIDA, INCLUDING THE AZALEA TRACE PROPERTY MORE FULLY DESCRIBED HEREIN LOCATED IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA; APPROVING THE ISSUANCE BY THE AUTHORITY OF THE BONDS, A PORTION OF THE PROCEEDS OF WHICH IN THE APPROXIMATE AMOUNT OF $29,066,680 WILL BE FOR THE BENEFIT OF THE AZALEA TRACE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Health Facilities Authority (the "Authority") was created pursuant to Part III of Chapter 154, Florida Statutes, as amended and the provisions of Part II, Chapter 159 (the "Act"); and

WHEREAS, pursuant to said Act, the Authority is authorized and empowered to issue its revenue bonds for the purpose of assisting health facilities (as defined in Section 154.205(8), Florida States, as amended) in the acquisition, construction, financing, and refinancing of projects (as defined in Section 154.205(10), Florida Statutes, as amended) in any incorporated or unincorporated area within the geographical limits of the local agency (as defined in Section 154.205(9), Florida Statutes, as amended) and is further empowered under the provisions of Chapter 163, Florida Statutes, to enter into interlocal agreements with other local agencies; and

WHEREAS, ACTS Retirement-Life Communities, Inc., a Pennsylvania nonprofit corporation (or one of its affiliates, the "Borrower"), has requested the Authority issue in one or more series its Retirement Communities Revenue Bonds, Series 2018 (ACTS Retirement-Life Communities, Inc., Obligated Group) (collectively, the "Bonds"), the proceeds of which are to be used to finance or refinance (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 the properties of the Borrower as more fully described in Exhibit "A" (collectively, the "Properties"), (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; and

WHEREAS, one of the Properties is Azalea Trace, a retirement community located in Escambia County, Florida (the "County"), at 10100 Hillview Drive, Pensacola, Florida 32514-5759, and is comprised of 320 independent living units, central facilities, 50 assisted living units and an 82-bed medical care facility, which units are now, and will continue to be, occupied by elderly individuals (collectively, the "Azalea Trace Property"); and

WHEREAS, the Authority proposes to finance certain capital improvements and renovations and the acquisition of capital equipment for the Azalea Trace Property, 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 assisted living, and skilled nursing facility and exterior enhancements including a welcome house and loop road (collectively, the "Azalea Trace Project") pursuant to an Interlocal Agreement authorized by Section 163.01(4), Florida Statutes, in substantially the form attached as Exhibit "B" hereto, between the Authority and the County;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires approval of the issuance of the Bonds by the Board of County Commissioners (the "Board") of the County, as the "applicable elected representative" under Section 147(f), after a public hearing following reasonable public notice; and

WHEREAS, (i) the required notice of such public hearing (the "Notice") was published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the County on May 3, 2018 (a copy of which notice is attached hereto as Exhibit "C" and incorporated herein); (ii) following publication of such Notice, the issuance of the Bonds has been submitted to a public hearing held by the Board on this date; and (iii) the Board has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views.

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

SECTION 1. INTERLOCAL AGREEMENT APPROVED. The Board does hereby approve, and authorize and direct the Chairman to execute the Interlocal Agreement between the County and the Authority (the "Interlocal Agreement") in substantially the form attached hereto as Exhibit "B."

SECTION 2. NOTICE APPROVED. The Board hereby approves the form and manner of publication of the Notice. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record.

SECTION 3. BONDS AND OTHER ACTIONS APPROVED. After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the Board, pursuant to, and in accordance with, the requirements set forth in Section 147(f) of the Code, hereby approves the issuance of the Bonds by the Authority and further grants approval of such agreements, indentures, instruments, certifications, applications for bond volume allocation to the extent required and other documents as may be necessary or convenient or as may be requested by the Authority or the Borrower with respect to the Bonds or the financing of the Azalea Trace Property.

SECTION 4. NO LIABILITY OF THE COUNTY; COMPLIANCE WITH CHAPTER 46, ARTICLE VII OF THE ESCAMBIA COUNTY CODE. The Bonds shall not constitute a debt, liability or obligation of the County, the State or any political subdivision or agency thereof other than the Authority, or a pledge of the faith and credit of the County, the State or of any political subdivision or agency thereof, and none of the County, the State or any political subdivision or agency thereof will be liable on the Bonds, nor will the Bonds be payable out of any funds other than those pledged and assigned under the financing documents entered into in connection with the issuance of the Bonds.

No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the Bonds for suitability of investment.

The Authority and the Borrower shall comply with the applicable provisions of Chapter 46, Article VII of the Escambia County Code.

SECTION 5. APPROVAL DOES NOT INCLUDE ZONING OR REGULATORY PERMIT APPROVAL. The approval given in Section 3 hereof is solely for the purpose of satisfying the requirements of Section 147(f) of the Code and shall not be construed as an approval of any necessary rezoning application or any regulatory permits required in connection with the issuance of the Bonds or the acquisition, construction, equipping or improvement of the Azalea Trace Property, and this Board shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard.

[Remainder of page intentionally left blank]

SECTION 6. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption this 17th day of May, 2018.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legality:

By: _____
Alison P. Rogers, County Attorney

EXHIBIT A

PROPERTIES

(1) Azalea Trace Property:

Address:	10100 Hillview Drive, Pensacola, FL 32514-5759
Description of Existing Facility:	320 independent living units, central facilities, 50 assisted living units and a 82 bed medical care facility.
Project to be Financed:	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 assisted living, and skilled nursing facility and exterior enhancements including a welcome house and loop road (the "Azalea Trace Project").

(2) St. Andrews Estates:

Address:	*North Campus:* 6152 North Verde Trail, Boca Raton, FL 33433-2430 *South Campus:* 6045 Verde Trail South, Boca Raton, FL 33433-4476
Description of Existing Facility:	448 independent living units, central facilities, 70 assisted living units and an 89 bed medical care facility
Project to be Financed:	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 the café, life enrichment center and exterior enhancements such as the renovation or replacement of carports.

(3) Edgewater Pointe Estates

Address:	23315 Blue Water Circle, Boca Raton, FL 33433-7053
Description of Existing Facility:	327 independent living units, central facilities, 48 assisted living units and a 99 bed medical care facility.
Project to be Financed:	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 central facility and auditorium renovations and dining/café enhancements and the addition of amenities in existing independent living building and exterior enhancements.

(4) Indian River Estates

Address:	*East Campus*: 2250 Indian Creek Blvd West, Vero Beach, FL 32966-1395 *West Campus:* 7730 Indian Oaks Drive, Vero Beach, FL 32966-5178
Description of Existing Facility:	569 independent living units, central facilities, 70 assisted living units and a 120 bed medical care facility.
Project to be Financed:	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 enhancement, including specifically the renovation of assisted living units and the conversion of a vacated skilled nursing facility to assisted living units, and exterior enhancements.

EXHIBIT "B"

INTERLOCAL AGREEMENT

[Follows]

INTERLOCAL AGREEMENT
BETWEEN THE PALM BEACH COUNTY HEALTH FACILITIES
AUTHORITY AND ESCAMBIA COUNTY, FLORIDA

WHEREAS, the Palm Beach County Health Facilities Authority (the "Authority") is a public body corporate, organized and existing under and by virtue of Chapter 154, Part III, Florida Statutes, and is a properly constituted Health Facilities Authority, a "public agency" under Section 163.01(3)(b), Florida Statutes, and a "local agency" under Chapter 159, Part II, Florida Statutes; and

WHEREAS, Escambia County, Florida (the "County") is a political subdivision of the State of Florida, a "public agency" under Section 163.01(3)(b), Florida Statutes, and a "local agency" under Chapter 159, Part II, Florida Statutes; and

WHEREAS, the Authority is considering financing, through the issuance of its revenue bonds (the "Bonds") pursuant to Chapter 159, Part II, Florida Statutes, a project consisting of the financing or refinancing of costs of improvements and additions to six (6) health care facilities, three (3) of which are in the jurisdiction of the Authority, one (1) of which is in the jurisdiction of the County and two (2) of which are located in Indian River County, Florida, and all of which are owned and operated by ACTS Retirement-Life Communities, Inc. ("ACTS"), a not-for-profit corporation determined to be tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;

WHEREAS, it is deemed desirable by both the Authority and County that the Authority and the County enter into this Interlocal Agreement, as provided for and under the authority of Chapter 163, Florida Statutes, and Section 125.01(p), Florida Statutes, in order to assist ACTS by financing the projects constituting "health care facilities" under Section 159.27(16), Florida Statutes; and

WHEREAS, the Authority and Indian River County have entered into an Interlocal Agreement executed on November 27, 1996, as amended, and will enter into a fifth amendment to the Interlocal Agreement in connection with the issuance of the Bonds; and

WHEREAS, the Authority and ACTS have determined that the provision of funds by the Authority to ACTS will assist in the maintenance of the public health of the residents of the County, and shall serve a public purpose by improving the health and living conditions and providing adequate medical care and health care facilities therein and will promote the most efficient and economical maintenance of health care facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, and population characteristics which influence the health care needs of Palm Beach County and the County and the inhabitants thereof; and

WHEREAS, the Authority finds that ACTS will be financially responsible and fully capable and willing to fulfill its obligations including the obligation to make the debt service payments in the amounts and at the times required and the obligation to repair and maintain the health care facilities at its own expense; and

WHEREAS, title to the health care facilities to be financed by the proceeds of the Bonds shall be in ACTS, and neither the Authority, the County nor the State of Florida or any political subdivision thereof shall in any way be obligated to pay the principal, premium, if any, or interest on the Bonds to be issued to finance the said project as the same shall become due, and the issuance of such Bonds shall not directly, indirectly, or contingently obligate the Authority, the County, the State of Florida, or any political subdivision thereof to levy or pledge any form of taxation whatsoever therefor or to make any appropriation from ad valorem taxation revenues or other revenues for their payment.

NOW, THEREFORE, THIS INTERLOCAL AGREEMENT, BETWEEN THE PALM BEACH COUNTY HEALTH FACILITIES AUTHORITY AND ESCAMBIA COUNTY, FLORIDA WITNESSETH AS FOLLOWS:

SECTION ONE: At all times prior to and during the term of this agreement the Authority and County constitute "public agencies" as that term is defined in Section 163.01(3)(b), Florida Statutes, as amended, and both the Authority and the County have in common the power and authority to issue revenue bonds in order to provide financing for the acquisition, operation and maintenance of health care facilities, such power and authority as each might exercise separately.

SECTION TWO: The Authority and County are entering into this Interlocal Agreement in order to more effectively perform their service function related to the provision of adequate health care facilities and services pursuant to the powers granted under Section 163.01, Florida statutes, as amended, and to permit the Authority to operate within the jurisdiction of the County for the purpose of financing the two health care facilities owned by ACTS and located within the jurisdiction of the County.

SECTION THREE: This Interlocal Agreement shall in no way be interpreted to authorize the delegation of the constitutional or statutory duties of the Authority, the County, the State of Florida, or any officers of any political subdivision thereof.

SECTION FOUR: This Interlocal Agreement and the Bonds shall not be deemed to institute a debt, liability or obligation of or pledge of the faith and credit of the County, Palm Beach County, the Authority, the State of Florida, or any political subdivision thereof. The issuance of the Bonds shall not directly, indirectly, or contingently obligate the Authority, the County, Palm Beach County, the State of Florida, or any political subdivision thereof to levy or to pledge any form of taxation whatsoever therefore, or to make any appropriation for their payment.

SECTION FIVE: Title to the health care facilities financed pursuant to this Interlocal Agreement shall be in ACTS and neither the Authority nor the County shall have any title or interest therein.

SECTION SIX: The County shall not be responsible for any indebtedness, liabilities, costs or expenses incurred in carrying out this Interlocal Agreement. All expenses of the County incurred in connection with this Interlocal Agreement shall be reimbursed by the Authority from funds obtained from ACTS regardless of whether any Bonds are issued. The

County makes no representation or warranty that entering into this Interlocal Agreement is sufficient legal authority for the issuance of the Bonds by the Authority. The Authority is relying completely on the advice of its own legal counsel with respect to all matters relating to this Interlocal Agreement and the issuance of any Bonds.

SECTION SEVEN: This Interlocal Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument and shall be effective as of the date set forth below.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the County by its Chairman and the seal of said County affixed hereto and attested by the Deputy Clerk of the County, and the Authority has caused this Interlocal Agreement to be executed by its Chairperson, its seal affixed hereto, as attested by a designated member of said Authority.

ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

By:_____
Jeff Bergosh, Chairman
Board of County Commissioners

Date Approved:_____

Approved as to Form and Legality:

By: _____
Alison P. Rogers, County Attorney

ATTEST:

PALM BEACH COUNTY HEALTH FACILITIES AUTHORITY

By:_____
Designated Member

By:_____
Chair

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, _____, a Notary Public in and for said County in said State, hereby certify that on _____, 2018, _____, whose name as the Chairperson of the Palm Beach County Health Facilities Authority is signed to the foregoing Interlocal Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Interlocal Agreement, he/she, in his/her capacity as Chairperson of the Palm Beach County Health Facilities Authority, executed the same voluntarily.

_____
Notary Public, State of Florida

My Commission Expires:_____

EXHIBIT "C"

FORM OF NOTICE

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14141 **Public Hearings 12.**

BCC Regular Meeting

Meeting Date: 05/17/2018

Issue: 5:35 p.m. Public Hearing to consider an Ordinance amending Sec. 6-4(f) relating to alcoholic beverages to extend the sunset provision

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:35 p.m. Public Hearing to consider adopting an Ordinance amending Section 6-4(f) of the Escambia County Code of Ordinances, relating to alcoholic beverages in public areas on Pensacola Beach, to extend the sunset provision.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 6, Article I, Section 6-4(f), of the Escambia County Code of Ordinances, relating to prohibiting the consumption of alcoholic beverages or the possession of alcoholic beverages in an open container on or upon public areas in the commercial district of Pensacola Beach, to extend the sunset provision.

BACKGROUND:

At its regularly scheduled meeting on May 3, 2018, the Board set a public hearing relating to amending the extension of the sunset provision pursuant to Volume 1, Chapter 6, Article I, Section 6-4(f). Ordinance 2017-22 was scheduled to sunset effective June 1, 2018, at 12:00 a.m. unless saved from repeal through reenactment. The proposed Ordinance will amend Section 6-4(f) to extend the effective date of the Ordinance through May 31, 2019, unless saved from repeal through reenactment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by County Attorney, Alison Rogers, and advertised in the *Pensacola News Journal* on Sunday, May 6, 2018 .

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Ordinance
Ordinance 2017-35
Ordinance 2017-22
Ordinance 2015-52
SRIA's Ltr. of Support of a One-Year Extension

ORDINANCE 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 6, ARTICLE I, SECTION 6-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGES IN PUBLIC AREAS IN THE COMMERCIAL DISTRICT OF PENSACOLA BEACH; AMENDING SECTION 6-4(f) TO EXTEND THE SUNSET PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant to §125.01(1)(o) and (w) and Chapter 562, Florida Statutes; and

WHEREAS, on November 17, 2015, the Board of County Commissioners previously enacted Ordinance 2015-52, now codified as Chapter 6, Article I, Section 6-4 of the Escambia County Code of Ordinances, prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach; and

WHEREAS, on April 25, 2017 and May 31, 2017, the Board of County Commissioners amended Ordinance 2015-52; and

WHEREAS, the Board of County Commissioners finds that Sec. 6-4(f) relating to the *Sunset Provision* requires amendment to extend the effective date of the Ordinance through May 31, 2019; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Sec. 6-4(f) serves an important public purpose.

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

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

Section 2. Amendment. Volume 1, Chapter 6, Article I, Section 6-4(f) of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

(a) *Legislative intent.* The intent of this section is to prohibit the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach, which will sustain the growth of tourism on Pensacola Beach by promoting a family-friendly atmosphere and discourage underage drinking and disorderly conduct in public areas within the commercial district of Pensacola Beach.

(b) *Definitions.* The terms "*alcoholic beverage*" and "*open container*" when used in this section shall have the same meanings as defined in section 6-61 of the Escambia County Code of Ordinances.

The term "*commercial district of Pensacola Beach*" when used in this section shall mean the area more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water's edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water's edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:

Pensacola Beach Core Area

N

(c) *Prohibition.* Except as otherwise provided herein, it shall be unlawful for any person to consume any alcoholic beverage or possess any alcoholic beverage in an open container on or upon any public parking lot, street, roadway, sidewalk, boardwalk, alleyway, paved or unpaved right-of-way, park, playground, recreational facility, or other public area located within the commercial district of Pensacola Beach that is not duly licensed to permit possession, consumption and sale of alcoholic beverages. With the exception of the alcohol-free zone on Pensacola Beach established pursuant to section 6-3 of the Escambia County Code of Ordinances, nothing in this section shall be construed to prohibit any person from legally possessing, consuming or selling an alcoholic beverage on sandy beach areas upland of the Gulf of Mexico, Santa Rosa Sound, or other navigable waterways.

(d) *Exemption for special events.* This section shall not apply to bona fide special events for which a permit has been issued by the Santa Rosa Island Authority.

(e) *Enforcement and Penalty.* The Escambia County Sheriff and his or her deputies shall enforce violations of this section. Any person in violation of

this provision shall be subject to the provisions of section 6-66 of the Escambia County Code of Ordinances.

(f) *Sunset provision.* This provision shall be enforced commencing on March 1, 2016, at 12:01 a.m. and shall stand repealed effective June 1, ~~2018~~ 2019, at 12:00 a.m. unless saved from repeal through reenactment by the board of county commissioners. During the last 90 days of the enforcement period, the board of county commissioners shall review the relevant crime, commerce, and quality of life statistics and evaluate the effectiveness of this section.

Section 3. **Severability.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. **Inclusion in the Code.** It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. **Effective Date.** This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS _____ DAY OF_____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.
By/Title:_____
Date: 5/9/18

Enacted:

Filed with Department of State:

Effective:

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

Escambia County
Clerk's Original

5/30/2017 5:31p.m. P.H.

ORDINANCE 2017-35

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 6, ARTICLE I, SECTION 6-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGES IN PUBLIC AREAS IN THE COMMERCIAL DISTRICT OF PENSACOLA BEACH; AMENDING SECTION 6-4(c); PROVIDING CLARIFICATION REGARDING THE APPLICABILITY OF THE OPEN CONTAINER PROHIBITION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Verified By: K McCord Date: 5/31/2017

WHEREAS, the County is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant to §125.01(1)(o) and (w) and Chapter 562, Florida Statutes; and

WHEREAS, on April 20, 2017, the Board of County Commissioners approved Ordinance 2017-22, to lift open container prohibitions on Pensacola Beach between 10:00 p.m. and 6:00 a.m.; and

WHEREAS, on April 25, 2017, the Board directed staff to clarify its intent to lift the open container prohibition between the hours of 10:00 p.m. and 6:00 a.m. on the Pensacola Beach Boardwalk (a/k/a the Portofino Boardwalk), but to keep the prohibition in place for the parking lot and other public areas as listed in the ordinance; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Sec. 6-4(c) serves an important public purpose.

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

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

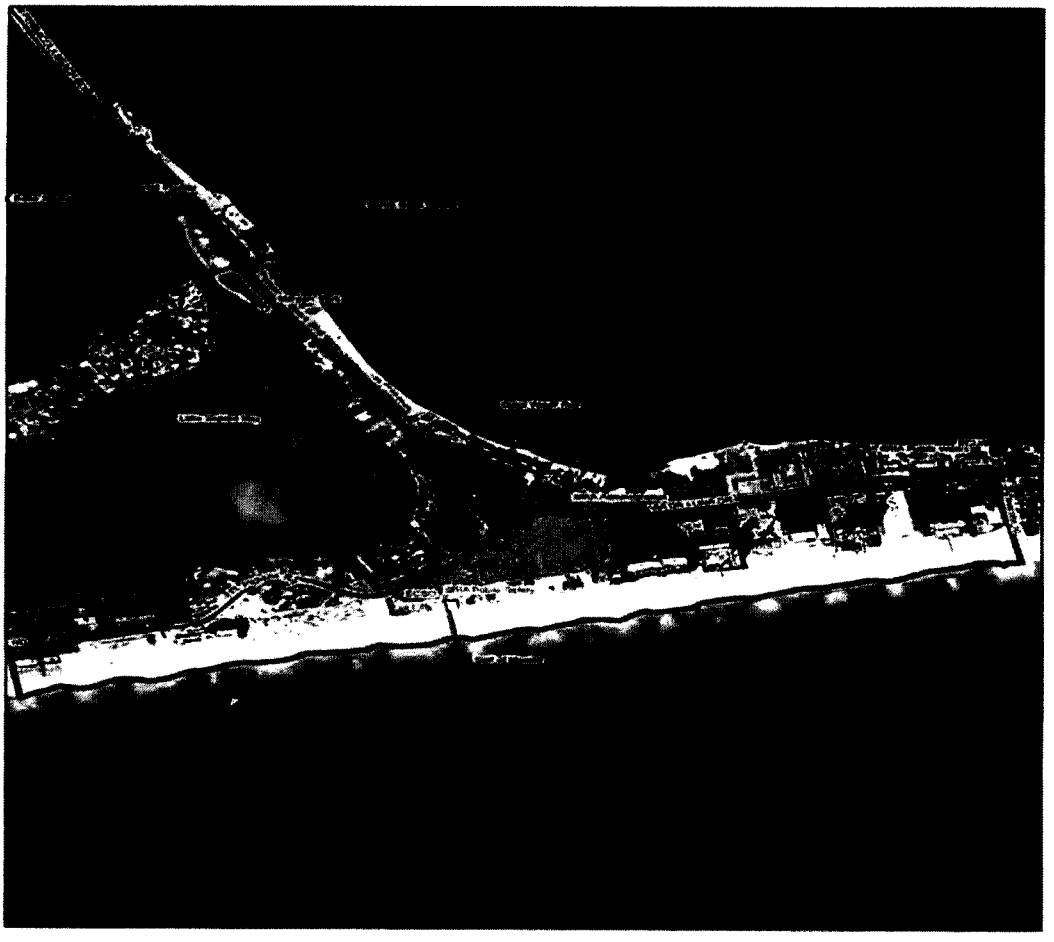
Section 2. Amendment. Volume 1, Chapter 6, Article I, Section 6-4(c) of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

(a) *Legislative intent.* The intent of this section is to prohibit the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach, which will sustain the growth of tourism on Pensacola Beach by promoting a family-friendly atmosphere and discourage underage drinking and disorderly conduct in public areas within the commercial district of Pensacola Beach.

(b) *Definitions.* The terms "*alcoholic beverage*" and "*open container*" when used in this section shall have the same meanings as defined in section 6-61 of the Escambia County Code of Ordinances.

The term "*commercial district of Pensacola Beach*" when used in this section shall mean the area more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast

Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water's edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water's edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:



Pensacola Beach Core Area

N

(c) *Prohibition.* Except as otherwise provided herein, it shall be unlawful for any person to consume any alcoholic beverage or possess any alcoholic beverage in an open container on or upon any public parking lot, street, roadway, sidewalk, boardwalk, alleyway, paved or unpaved right-of-way, park, playground, recreational facility, or other public area located within the commercial district of Pensacola Beach that is not duly licensed to permit possession, consumption and sale of alcoholic beverages. With the exception of the alcohol-free zone on Pensacola Beach established pursuant to section 6-3 of the Escambia County Code of Ordinances, nothing in this section shall be construed to prohibit any person from legally possessing, consuming or selling an alcoholic beverage on sandy beach areas upland of the Gulf of Mexico, Santa Rosa Sound, or other navigable waterways. ~~However, this restriction shall not apply between the hours of 10:00 p.m. and 6:00 a.m.~~

(d) *Exemption for special events.* This section shall not apply to bona fide special events for which a permit has been issued by the Santa Rosa Island Authority.

(e) *Enforcement and Penalty.* The Escambia County Sheriff and his or her deputies shall enforce violations of this section. Any person in violation of this provision shall be subject to the provisions of section 6-66 of the Escambia County Code of Ordinances.

(f) *Sunset provision.* This provision shall be enforced commencing on March 1, 2016, at 12:01 a.m. and shall stand repealed effective June 1, 2018, at 12:00 a.m. unless saved from repeal through reenactment by the board of county commissioners. During the last 90 days of the enforcement period, the board of county commissioners shall review the relevant crime, commerce, and quality of life statistics and evaluate the effectiveness of this section.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS 30th DAY OF May, 2017.

Date Executed
5-30-2017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/30/17

Enacted: May 30, 2017

Filed with Department of State: May 31, 2017

Effective: May 31, 2017

Escambia County
Clerk's Original

4/20/2017 5:32 pm PH.

ORDINANCE 2017- 22

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 6, ARTICLE I, SECTION 6-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ALCOHOLIC BEVERAGES IN PUBLIC AREAS IN THE COMMERCIAL DISTRICT OF PENSACOLA BEACH; AMENDING SECTION 6-4(f) TO EXTEND THE SUNSET PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Verified By: D.K. Bruce

Date: 4/25/2017

WHEREAS, the County is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant to §125.01(1)(o) and (w) and Chapter 562, Florida Statutes; and

WHEREAS, on November 17, 2015, the Board of County Commissioners previously enacted Ordinance 2015-52, now codified as Chapter 6, Article I, Section 6-4 of the Escambia County Code of Ordinances, prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach; and

WHEREAS, the Board of County Commissioners finds that Sec. 6-4(f) relating to the *Sunset Provision* requires amendment to extend the effective date of the Ordinance through May 31, 2018; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Sec. 6-4(f) serves an important public purpose.

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

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

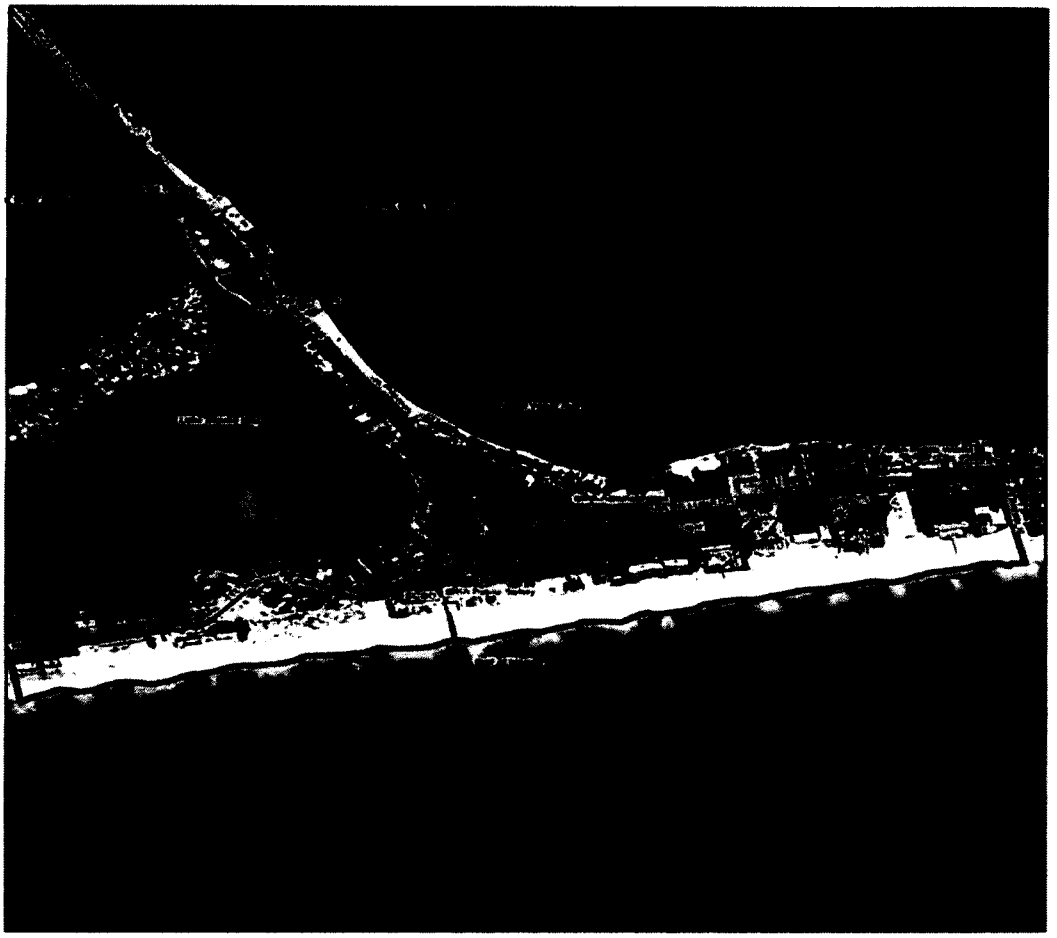
Section 2. Amendment. Volume 1, Chapter 6, Article I, Section 6-4(f) of the Escambia County Code of Ordinances is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

(a) *Legislative intent.* The intent of this section is to prohibit the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach, which will sustain the growth of tourism on Pensacola Beach by promoting a family-friendly atmosphere and discourage underage drinking and disorderly conduct in public areas within the commercial district of Pensacola Beach.

(b) *Definitions.* The terms "*alcoholic beverage*" and "*open container*" when used in this section shall have the same meanings as defined in section 6-61 of the Escambia County Code of Ordinances.

The term "*commercial district of Pensacola Beach*" when used in this section shall mean the area more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast

Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water's edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water's edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:



Pensacola Beach Core Area

N

(c) *Prohibition.* Except as otherwise provided herein, it shall be unlawful for any person to consume any alcoholic beverage or possess any alcoholic beverage in an open container on or upon any public parking lot, street, roadway, sidewalk, boardwalk, alleyway, paved or unpaved right-of-way, park, playground, recreational facility, or other public area located within the commercial district of Pensacola Beach that is not duly licensed to permit possession, consumption and sale of alcoholic beverages. With the exception of the alcohol-free zone on Pensacola Beach established pursuant to section 6-3 of the Escambia County Code of Ordinances, nothing in this section shall be construed to prohibit any person from legally possessing, consuming or selling an alcoholic beverage on sandy beach areas upland of the Gulf of Mexico, Santa Rosa Sound, or other navigable waterways. However, this restriction shall not apply between the hours of 10:00 p.m. and 6:00 a.m.

(d) *Exemption for special events.* This section shall not apply to bona fide special events for which a permit has been issued by the Santa Rosa Island Authority.

(e) *Enforcement and Penalty.* The Escambia County Sheriff and his or her deputies shall enforce violations of this section. Any person in violation of this provision shall be subject to the provisions of section 6-66 of the Escambia County Code of Ordinances.

(f) *Sunset provision.* This provision shall be enforced commencing on March 1, 2016, at 12:01 a.m. and shall stand repealed effective June 1, ~~2017~~2018, at 12:00 a.m. unless saved from repeal through reenactment by the board of county commissioners. During the last 90 days of the enforcement period, the board of county commissioners shall review the relevant crime, commerce, and quality of life statistics and evaluate the effectiveness of this section.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS 20th DAY OF April, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Date Executed
4/25/2017

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/21/17

Enacted: April 20, 2017

Filed with Department of State: April 25, 2017

Effective: April 25, 2017

Escambia County
Clerk's Original

11/17/2015 9:02a.m.PH

ORDINANCE 2015-52

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME I, CHAPTER 6, ARTICLE I, SECTION 6-4 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO PROHIBITING THE CONSUMPTION OF ANY ALCOHOLIC BEVERAGE OR THE POSSESSION OF ANY ALCOHOLIC BEVERAGE IN AN OPEN CONTAINER ON OR UPON PUBLIC AREAS IN THE COMMERCIAL DISTRICT OF PENSACOLA BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County is authorized to establish and enforce regulations pertaining to alcoholic beverages pursuant to §125.01(1)(o) and (w) and Chapter 562, Florida Statutes; and

WHEREAS, the Board of County Commissioners finds that prohibiting the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach better ensures the continued health, safety and welfare of the citizens of Escambia County; and

WHEREAS, the Board of County Commissioners further finds that the proposed Ordinance serves an important public purpose.

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

Section 1. Volume I, Chapter 6, Article I, Section 6-4 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 6-4. –Alcoholic beverages in public areas on Pensacola Beach.

(1) *Legislative intent.* The intent of this section is to prohibit the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach, which will sustain the growth of tourism on Pensacola Beach by promoting a family-friendly atmosphere and discourage underage drinking and disorderly conduct in public areas within the commercial district of Pensacola Beach.

(2) *Definitions.* The terms "*alcoholic beverage*" and "*open container*" when used in this section shall have the same meanings as defined in section 6-61 of the Escambia County Code of Ordinances.

The term "*commercial district of Pensacola Beach*" when used in this section shall mean the area more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water's edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water's edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of

Date: 11/24/2015 Verified By: K. McLeod

the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:

(3) *Prohibition.* Except as otherwise provided herein, it shall be unlawful for any person to consume any alcoholic beverage or possess any alcoholic beverage in an open container on or upon any public parking lot, street, roadway, sidewalk, boardwalk, alleyway, paved or unpaved right-of-way, park, playground, recreational facility, or other public area located within the commercial district of Pensacola Beach that is not duly licensed to permit possession, consumption and sale of alcoholic beverages. With the exception of the alcohol-free zone on Pensacola Beach established pursuant to section 6-3 of the Escambia County Code of Ordinances, nothing in this section shall be construed to prohibit any person from legally possessing, consuming or selling an alcoholic beverage on sandy beach areas upland of the Gulf of Mexico, Santa Rosa Sound, or other navigable waterways.

(4) *Exemption for special events.* This section shall not apply to bona fide special events for which a permit has been issued by the Santa Rosa Island Authority.

(5) *Enforcement and Penalty.* The Escambia County Sheriff and his or her deputies shall enforce violations of this section. Any person in violation of this provision shall be subject to the provisions of section 6-66 of the Escambia County Code of Ordinances.

(6) *Sunset Provision.* This provision shall be enforced commencing on March 1, 2016, at 12:01 a.m. and shall stand repealed effective June 1, 2017, at 12:00 a.m. unless saved from repeal through reenactment by the Board of County Commissioners. During the last ninety (90) days of the enforcement period, the Board of County Commissioners shall review the relevant crime, commerce, and quality of life statistics and evaluate the effectiveness of the ordinance.

Section 2. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in the Code.

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

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this 24th day of November 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: Kimberly McCord
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title:
Date: 11/19/15

ENACTED: November 24, 2015
FILED WITH THE DEPARTMENT OF STATE: November 24, 2015
EFFECTIVE DATE: November 24, 2015

SANTA ROSA
ISLAND AUTHORITY

BOARD MEMBERS

Jerry Watson
Chairman

Karen Sindel
Vice Chairman

Janice Gilley
Secretary Treasurer

Tammy Bohannon
Acting Secretary Treasurer

Brigette Brooks
Member

Thomas Campanella
Member

May 10, 2018

Hon. Jeff Bergosh
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

RE: Alcoholic Beverages in Public Areas on Pensacola Beach

Dear Chairman Bergosh:

I am writing you on behalf of the Santa Rosa Island Authority Board of Directors in support of a one-year extension of Sec. 6-4 of Article 6, Escambia County, Code of Ordinances, which regulates alcoholic beverages in public areas on Pensacola Beach.

As you may know Sec. 6-4 of Article 6, Escambia County, Code of Ordinances will sunset effective June 1, 2018 absent reenactment per Section 6.4(f) of Article 6, Escambia County, Code of Ordinances. I have attached a copy for your convenience.

Over the course of three meetings, the Santa Rosa Island Authority Board of Directors evaluated how well Sec. 6-4 of Article 6, Escambia County, Code of Ordinances has worked on Pensacola Beach since it was enacted on March 1, 2016 and by a majority vote, voted to recommend to the Escambia County Board of County Commissioners to reenact for another year Sec. 6-4 of Article 6, Escambia County, Code of Ordinances prior to its sunsetting on June 1, 2018, including a provision that during the last 90 days of the enforcement period, the board of county commissioners review the relevant crime, commerce, and quality of life statistics and evaluate the effectiveness of Sec. 6-4 of Article 6, Escambia County, Code of Ordinances. The Santa Rosa Island Authority Board of Directors desires to be actively involved in the review and evaluation of the relevant crime, commerce, and quality of life statistics and evaluate the effectiveness of Sec. 6-4 of Article 6, Escambia County, Code of Ordinances.

Thank you for your time and attention to this matter. Let me also take this opportunity to thank in advance for the Escambia County Board of County Commissioners keeping the Santa Rosa Island Authority advised of any decisions to reenact or sunset Sec. 6-4 of Article 6, Escambia County, Code of Ordinances.

Sincerely,

Jerry Watson

Jerry Watson,
Chairman
Santa Rosa Island Authority

COUNTY ATTORNEYS OFFICE
10 MAY2018
PM03:09

1 Via de Luna Dr. • Pensacola Beach, FL 32561 • (850) 932-2257 • www.sria-fla.com

Enclosure

cc: Hon. Lumon May, Vice Chairman, BOCC
Hon. Grover Robinson, BOCC
Hon. Doug Underhill, BOCC
Hon. Steven Barry, BOCC
Hon. Karen Sindel, Vice Chairwoman, SRIA
Hon. Janice Gilley, SRIA
Hon. Tammy Bohannon, SRIA
Hon. Brigette Brooks, SRIA
Hon. Thomas Campanella, SRIA
Mr. Jack Brown, Escambia County Administrator
Mr. Paolo Ghio, SRIA Executive Director
Ms. Alison Rogers, Escambia County Attorney
Mr. Mike Stebbins, SRIA Attorney

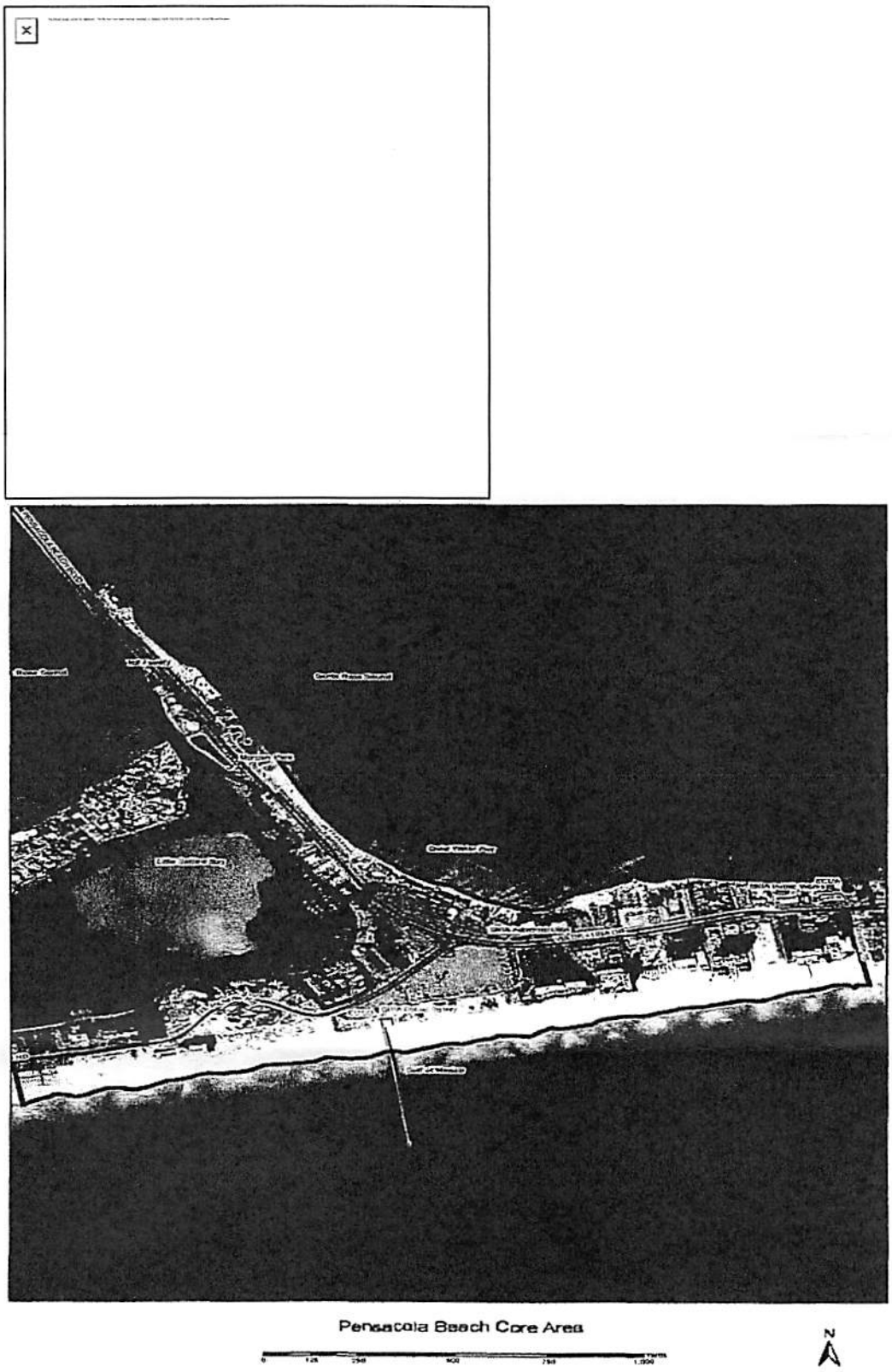
1 Via de Luna Dr. • Pensacola Beach, FL 32561 • (850) 932-2257 • www.sria-fla.com

Sec. 6-4. - Alcoholic beverages in public areas on Pensacola Beach.

(a) *Legislative intent.* The intent of this section is to prohibit the consumption of any alcoholic beverage or the possession of any alcoholic beverage in an open container on or upon public areas in the commercial district of Pensacola Beach, which will sustain the growth of tourism on Pensacola Beach by promoting a family-friendly atmosphere and discourage underage drinking and disorderly conduct in public areas within the commercial district of Pensacola Beach.

(b) *Definitions.* The terms *"alcoholic beverage"* and *"open container"* when used in this section shall have the same meanings as defined in section 6-61 of the Escambia County Code of Ordinances.

The term *"commercial district of Pensacola Beach"* when used in this section shall mean the area more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the southeast corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said northerly R/W line and run northerly along the easterly boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run northeasterly, northerly and northwesterly along the meanderings of said water's edge of Little Sabine Bay to the bulkhead of the Bob Sikes Bridge at Pensacola Beach Boulevard; thence continue easterly along said bulkhead to the southerly water's edge of Santa Rosa Sound; thence run northeasterly, southwesterly, southerly, southeasterly and easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the western boundary of Lot 3, Block 3, Villa Primera, being a subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence southerly along said western boundary of Lot 3 to the southwest corner of said Lot 3, Block 3, Villa Primera; thence easterly along the southern boundary of said Lot 3, Block 3, a distance of 35 ft. to the northeast corner of Lot 14, Block 3, Villa Primera Subdivision; thence southerly along the eastern boundary of Lot 14, Block 3, a distance of 93.88 ft. to the northerly R/W line of Via De Luna Dr.; thence westerly along said northerly R/W line of Via De Luna Dr. to a point of intersection with the northerly extension of the westerly R/W line of Avenida 10; thence southerly along said westerly extension, west R/W line and southerly extension of westerly RIW line to the water's edge of the Gulf of Mexico; thence southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the westerly boundary line of Block H, First Addition to Villa Sabine, being a subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence northwesterly along said boundary line of Block H to the northerly R/W of Fort Pickens Road; thence northeasterly along said R/W to the southeast corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence northwesterly along the easterly boundary line of said Lot 1, Block A, Spanish Landing to the southerly water's edge of Little Sabine Bay; thence northeasterly and easterly along the southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the westerly boundary line of Deep Water Cove Condominium Phase I; thence southeasterly along said westerly boundary line to the northerly R/W line of Fort Pickens Rd.; thence northeasterly along the northerly R/W line of Fort Pickens Rd. to the point of beginning. This area is comprised of 222.6 acres and is generally depicted in the following map:



Pensacola Beach Core Area

(c) *Prohibition.* Except as otherwise provided herein, it shall be unlawful for any person to consume any alcoholic beverage or possess any alcoholic beverage in an open container on or upon any public parking lot, street, roadway, sidewalk, boardwalk, alleyway, paved or unpaved right-of-way, park,

playground, recreational facility, or other public area located within the commercial district of Pensacola Beach that is not duly licensed to permit possession, consumption and sale of alcoholic beverages. With the exception of the alcohol-free zone on Pensacola Beach established pursuant to section 6-3 of the Escambia County Code of Ordinances, nothing in this section shall be construed to prohibit any person from legally possessing, consuming or selling an alcoholic beverage on sandy beach areas upland of the Gulf of Mexico, Santa Rosa Sound, or other navigable waterways.

(d) *Exemption for special events.* This section shall not apply to bona fide special events for which a permit has been issued by the Santa Rosa Island Authority.

(e) *Enforcement and penalty.* The Escambia County Sheriff and his or her deputies shall enforce violations of this section. Any person in violation of this provision shall be subject to the provisions of section 6-66 of the Escambia County Code of Ordinances.

(f) *Sunset provision.* This provision shall be enforced commencing on March 1, 2016, at 12:01 a.m. and shall stand repealed effective June 1, 2018, at 12:00 a.m. unless saved from repeal through reenactment by the board of county commissioners. During the last 90 days of the enforcement period, the board of county commissioners shall review the relevant crime, commerce, and quality of life statistics and evaluate the effectiveness of this section.

(Ord. No. 2015-52, § 1, 11-17-2015; Ord. No. 2017-22, § 2, 4-20-2017; Ord. No. 2017-35, § 2, 5-30-2017)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14139 **Public Hearings 13.**

BCC Regular Meeting

Meeting Date: 05/17/2018

Issue: 5:36 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:

5:36 p.m. Public Hearing for consideration of the Petition to Vacate 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 petition to vacate 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, has submitted a Petition to Vacate the 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 of Property.

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 petitioned area. There is currently no direct water access.

Notifications were sent to the surrounding property owners within a 500' radius of the petitioned 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
BCC Action 5-3-18 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:

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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

Mead Property
(2 parcels)

Vacation Area

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

REGULAR BCC AGENDA – Continued

10. Recommendation: That the Board, at the 5:31 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 4-0, with Commissioner May temporarily out of Board Chambers, to continue the Public Hearing on May 17, 2018, at 5:36 p.m.

    Speaker(s):

    Michelle McAndrews
    Terry Brooks Corcoran
    Tia Morris
    William Yonke
    Mark McMann

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-14160 **Clerk & Comptroller's Report 14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/17/2018
Issue: Documents Provided for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

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

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

A. The Escambia County Health Facilities Authority Pensacola, Florida Financial Statements September 30, 2017 and 2016, as provided by Paula G. Drummond, Administrator/General Counsel, Escambia County Health Facilities Authority;

B. The Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County for Contract Number 16NF-00-01-27-01-453, Project Number 4177-09-R, based on the Board's action of June 16, 2016, authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

C. The Release of Lease Agreement No. 4269 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, approved by the Board on March 2, 2017; and

D. Closing documents for sale of surplus properties located at 16504, 16506, and 16507 North Shore Lane to Robert and Laurie Santana, 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.

Attachments

Escambia County Health Facilities Authority
20160616 CAR II-2

20170302 CAT I-1
20170504 CAR II-5

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2017 AND 2016

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2017 AND 2016

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Escambia County Health Facilities Authority (the "Authority"), as of and for the years ended September 30, 2017 and 2016, and the related notes to the financial statements, which comprise the Authority's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2017 and 2016, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System Pension Plan, the Schedule of Proportionate Share of Net Pension Liability - Health Insurance Subsidy Program, the Schedule of Contributions - Florida Retirement System Pension Plan, and the Schedule of Contributions - Health Insurance Subsidy Program be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 1, 2018, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
March 1, 2018

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017 AND 2016
UNAUDITED

The following is a narrative overview and analysis of the Authority's significant financial activities for the fiscal year ended September 30, 2017.

Historical Information

- The Escambia County Health Facilities Authority (the "Authority") has been in operation since 1975 after being established by resolution of the Escambia County Board of County Commissioners under the authority granted by Chapter 154, Part III, Florida Statutes. The Authority is constituted as a public instrumentality, and the exercise by the Authority of the powers conferred upon it by Florida law is held to be the performance of an essential public function. Its primary mission is to provide health facilities within its jurisdiction with the means to assist with the development and maintenance of the public health. It accomplishes this mission by providing health care organizations with capital financing at tax exempt rates to fund the facilities and structures needed by the community. The Authority is self-supporting and receives no federal, state or local governmental funding. The Authority receives no tax revenues from any source, and has no taxing power. Its operations are funded through revenues generated by its financing activities, and investment earnings on its reserves. By law, the Authority must maintain its operations until all of its outstanding bonds have matured and been redeemed. Additional information about the Authority, its history, and operations can be found on its website at www.echealthfinance.org.

- The Authority issues tax exempt revenue bonds, notes, and leases (collectively "bonds") to finance capital projects for non-profit health care organizations under the provisions of Chapter 154 and Chapter 159, Florida Statutes; the Internal Revenue Code of 1986, as amended; and other applicable laws and regulations. The Authority is also called upon from time to time to consider and approve amendments or supplements to the financing documents associated with its outstanding bonds. The Authority is a conduit issuer which means that none of the Authority's general revenues or assets is pledged to the repayment of the bonds. The health care facilities, on whose behalf bonds are issued (the "Borrowers"), are responsible for payment of principal and interest on the bonds. All of the Authority's rights and obligations in connection with these bonds are assigned to a corporate trustee pursuant to a Trust Indenture for each issue. The Trustee receives the debt service payments from the Borrowers, makes scheduled payments to the bondholders, and performs such other duties as are set forth in the Indentures.

- Since 1975, the Authority has issued more than $805,000,000 in 33 series of revenue bonds, refunding bonds, or tax-exempt equipment leases, to finance or refinance projects for 12 separate health care organizations. The majority of the bond issues have benefited local hospital systems and their affiliated facilities within the State of Florida.

Historical Information (Continued)

- In 2004 the Authority established a Charitable Grant Program to provide a source of capital project funding to local non-profit organizations whose operations benefit the health and well-being of Escambia County residents ("Qualified Non-Profits"). In order to receive a capital grant, a Qualified Non-Profit must demonstrate that its regular funding sources are insufficient to allow them to acquire or upgrade their equipment or facilities, and meet other program guidelines. The grants are not loans and do not require repayment by the recipient. During the period 2004 – 2011 the Authority awarded more than $1,500,000 in grants. In fiscal year 2012 the Authority designated $250,000 from its reserves to fund capital grants over a five year period commencing October 1, 2013 and ending September 30, 2017. The amount of grant funds available in each of the five fiscal years was $50,000 and any amounts not awarded carried over to the following fiscal year. There were limits on the size of the grants awarded and other program requirements. A mini grant program was established during fiscal year 2015 to provide funds to Qualified Non-Profits for special events, services or projects not involving capital expenditures. The maximum amount of any mini grant is $2,500. The mini grant fund was capped at $25,000. See Note 10 for additional information on the grant program.

- During the fiscal year ended September 30, 2017, the Authority had one full time employee who served as Executive Director and General Counsel. She is an attorney in good standing with The Florida Bar, and has been employed by the Authority since 2005. Prior to 2005, the attorney was engaged by the Authority as its general counsel and served in this capacity for 22 years. This employee retired under the Florida Retirement System DROP program (see Note 7) on November 1, 2017 but continues to provide administrative and legal services to the Authority through an independent contractor agreement approved by the Florida Department of Management Services. Since 2003 the Authority has also retained an external certified public accountant to provide financial management and oversight services on a continuous basis.

Operational Highlights

- On September 30, 2017, the Authority had $179,187,913 in outstanding bonds. The Authority has received no notice from a Trustee that any Borrower was in default in connection with its obligations to pay debt service payments on its outstanding bonds.

- No new bonds were issued during fiscal year 2017. In March 2017, the Authority redeemed all but $1,345,000 of its outstanding Series 2000A Loan Program bonds. This was made possible when the one outstanding loan under the Loan Program was paid in full by the borrower. From funds remaining in the trust accounts, the Authority was able to defease the remaining $1,345,000 in bonds to their maturity date of July 1, 2020. Upon defeasance of the remaining bonds, the Authority received the balance of funds in the Series 2000A trust accounts in accordance with provisions in the Trust Indenture. See Note 12 for additional information about this transaction.

Operational Highlights (Continued)

- The following table lists the Authority's outstanding bond issues, the original issue dates, maturity dates, and current amounts outstanding at the end of the fiscal year:

Name of Issue	Issue Date	Maturity Date	Amount Outstanding on 9-30-2017
$25,395,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 B	07/24/03	11/15/29	$23,985,000
$154,515,000 Revenue Bonds (Florida Health Care Facility Loan Program) Series 2000 A (Defeased to maturity)	07/25/00	07/01/20	$1,345,000
$8,600,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	06/01/05	06/05/30	$5,470,869
$900,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 B	08/23/05	07/05/30	$575,434
$15,000,000 Revenue Bond (Baptist Hospital, Inc.) Series 2009	12/09/09	01/01/24	$8,306,232
$155,000,000 Health Care Facilities Revenue Bonds (Baptist Hospital, Inc.) Series 2010A	02/15/10	08/15/36	$138,465,000
$15,000,000 Health Facilities Authority Baptist Hospital, Inc. Tax Exempt Lease Financing	12/08/10	04/30/18	$1,040,378

- The Authority's ongoing five fiscal year Charitable Grant Program expired on September 30, 2017 after $94,274 in capital grants were awarded, and $17,500 in mini grants. On that date, the designated capital grant fund had a balance of $154,726, and $7,500 remained in the mini grant fund. The Authority took action at its January 23, 2018 board meeting to continue the grant program indefinitely with the same criteria, subject to funds availability.

- During fiscal year 2016, the Authority received a restricted gift in the amount of $370,904 from a local non-profit organization as part of its dissolution distributions. These funds were restricted for use in providing capital grants to local non-profit organizations whose operations benefit the health and well-being of Escambia County residents. The donor did not place limits on the size of any one grant that could be awarded from this restricted pool of funds. The Authority invited five qualified non-profit organizations to submit proposals for capital projects to be funded with this restricted gift. Three non-profit organizations submitted proposals and projects totaling $315,641 were approved. The grants funded capital projects which significantly improved each organization's ability to provide services to its client group. The Authority recognized expenses totaling $291,749 for these projects in fiscal year 2017, leaving $79,155 in the restricted fund balance as of September 30, 2017. The Authority intends to solicit additional proposals during fiscal year 2018 to award the balance of $54,359 which remained in the restricted gift fund as of September 30, 2017.

Operational Highlights (Continued)

- At the end of fiscal year 2017, the Authority had net position of $5,899,627, of which $79,155 is the balance of the restricted gift for charitable capital improvement grants. The majority of the remaining funds are designated as reserved for specific purposes. A reserve of $2,000,000 was set aside to ensure funds for operating expenses of the Authority over the long term (the "Operating Reserve"). The Operating Reserve balance is $1,919,812 as of September 30. 2017. A reserve fund of $100,000 is maintained for bond issue contingency funding. The ongoing Grant Program reserve is $154,726 for capital grants, and $7,500 for mini grants, for a total of $162,226. The Authority determines the levels of these reserves on an annual basis. See Note 12 for information about an additional amount expected to be designated in fiscal year ending September 30, 2018 to fund a large capital grant project.

- The Authority had a net operating loss for fiscal year 2017 of $194,933 and net non-operating revenues of $3,135,366, resulting in an increase in net position of $2,940,433. In fiscal year 2017 the Authority received net proceeds of $3,289,397 related to the Series 2000A bond defeasance, and a payment of $97,190 was received as the Authority's share of settlements obtained in a national class action lawsuit In re Municipal Derivatives Antitrust Litigation. These funds are included in non-operating revenues.

- Currently, the Authority funds its operations through its annual fees derived from past financings, the earnings on its investments, and from funds held in its operating reserve. The Authority maintains a managed custodial investment account to achieve higher yields on reserved funds. At September 30, 2017, the investment portfolio for this account was approximately 36% U.S. Government Obligations and federal agency Mortgage-backed Securities, 62% Corporate Bonds, and 2% other types of investments.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. They are: 1) entity-wide financial statements and 2) notes to the financial statements.

Entity-wide financial statements are designed to provide readers with a broad overview of the Authority's finances in a manner similar to a private-sector business. The Statements of Financial Position present information on all the Authority's assets and liabilities, with the difference between the two reported as net position. The Statements of Revenues, Expenses, and Changes in Financial Position present information showing how the Authority's net position has changed during the most recent fiscal year end. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the entity-wide financial statements. The notes to the financial statements begin on page 13 of this report.

Summary of Financial Condition

Escambia County Health Facilities Authority's Net Position

	2017	2016
Current Assets	$ 6,115,922	$ 3,094,178
Non-Current Assets:		
Capital assets	695	1,252
Deposits	450	450
	1,145	1,702
Total Assets	6,117,067	3,095,880
Deferred Outflows of Resources:		
Pensions	90,309	88,090
Total Assets and Deferred Outflows	$ 6,207,376	$ 3,183,970
Current Liabilities	$ 97,793	$ 20,895
Non-Current Liabilities	189,113	192,152
Total Liabilities	286,906	213,047
Deferred Inflows of Resources:		
Pensions	20,843	11,729
Net Position:		
Net investment in capital assets	695	1,252
Restricted for charitable grants	79,155	370,904
Designated for future operations	1,919,812	1,919,812
Designated for bond issue contingencies	100,000	500,000
Designated for charitable grants	162,226	167,226
Undesignated	3,637,739	-
	5,899,627	2,959,194
Total Liabilities, Deferred Inflows and Net Position	$ 6,207,376	$ 3,183,970

Summary of Financial Condition (Continued)

Escambia County Health Facilities Authority's Revenues, Expenses, and Changes in Net Position

	2017	2016
Operating Revenues	$ 62,139	$ 58,359
Operating Expenses	(257,072)	(258,540)
Nonoperating Revenues	3,432,115	586,550
Nonoperating Expenses	(296,749)	(1,000)
Change in Net Position	2,940,433	385,369
Net Position - Beginning of Year	2,959,194	2,573,825
Net Position - End of Year	$ 5,899,627	$ 2,959,194

At the end of the fiscal year, the Authority had net position of $5,899,627 which is an increase of $2,940,433 from the prior fiscal year. The total operating expenses for the fiscal year were $257,072, of which $187,165 was incurred for payroll and related expenses. The total nonoperating expenses for the year were $296,749, all of which was for charitable grant payments that were charged against the reserve account for grants and were not considered part of regular operating expenses.

The total nonoperating revenues for the year consist of net proceeds from bond defeasance, legal settlement proceeds, and investment income as follows:

	2017	2016
Restricted contribution	$ -	$ 370,904
Net proceeds from bond defeasance	3,289,397	-
Legal settlement proceeds	97,190	192,750
Interest income	62,729	44,705
Fund B final distribution	286	-
Realized loss	(6,265)	(8,405)
Unrealized loss	(5,827)	(8,659)
Fees and other investment costs	(5,395)	(4,745)
	$ 3,432,115	$ 586,550

Summary of Financial Condition (Continued)

Total investment income increased 99% from the prior fiscal year.

Realized losses which are included in investment income are due primarily to investments which were purchased at a premium and are shown as having a loss at maturity in the amount of the premium paid. The interest earnings on these investments are reported separately as interest income and are not included in the amount reported as realized loss. In 2017 and 2016 interest income from investments exceeded realized losses, fees, and other investment costs by $51,069 and $31,555, respectively. Unrealized losses which are also included in investment income are due primarily to fluctuations in the fair market value of securities held in the investment account.

Requests for Information

Questions concerning any of the information provided in this report may be directed to the following mailing address or through the Contact Us section of the Authority's website at www.echealthfinance.org.

Escambia County Health Facilities Authority
Attn: Executive Director
P.O. Box 2667
Pensacola, FL 32513-2667

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2017 AND 2016

ASSETS AND DEFERRED OUTFLOWS

	2017	2016
Current Assets:		
Cash and cash equivalents	$ 4,505,375	$ 821,231
Investments	1,604,666	2,264,577
Interest receivable	5,323	7,439
Prepaid insurance	558	931
Total current assets	6,115,922	3,094,178
Non-Current Assets:		
Capital assets, net of accumulated depreciation	695	1,252
Deposits	450	450
Total non-current assets	1,145	1,702
Total assets	6,117,067	3,095,880
Deferred Outflows of Resources:		
Pensions	90,309	88,090
Total Assets and Deferred Outflows	$ 6,207,376	$ 3,183,970

LIABILITIES, DEFERRED INFLOWS AND NET POSITION

Current Liabilities:		
Accrued expenses	$ 9,774	$ 9,678
Compensated absences	8,795	11,217
Charitable grants payable	79,224	-
Total current liabilities	97,793	20,895
Non-Current Liabilities:		
Compensated absences	-	12,777
Net pension liability	189,113	179,375
Total non-current liabilities	189,113	192,152
Total liabilities	286,906	213,047
Deferred Inflows of Resources:		
Pensions	20,843	11,729
Net Position:		
Net investment in capital assets	695	1,252
Restricted for charitable capital improvement grants	79,155	370,904
Unrestricted:		
Designated for future operations	1,919,812	1,919,812
Designated for bond issue contingencies	100,000	500,000
Designated for charitable grants	162,226	167,226
Undesignated	3,637,739	-
Total unrestricted net position	5,819,777	2,587,038
Total net position	5,899,627	2,959,194
Total Liabilities, Deferred Inflows and Net Position	$ 6,207,376	$ 3,183,970

The accompanying notes are an integral
part of these financial statements.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEARS ENDED SEPTEMBER 30, 2017 AND 2016

	2017	2016
Operating Revenues:		
Fees -		
Annual bond	$ 41,993	$ 42,698
Monthly	146	661
Bond transaction fees	20,000	15,000
Total operating revenues	62,139	58,359
Operating Expenses:		
Accounting and auditing	18,304	17,131
Bond issuance	-	7,531
Contract labor	75	-
Depreciation	557	375
Dues and subscriptions	1,700	2,616
Office expense	10,780	7,179
Payroll	132,154	140,681
Payroll taxes	9,920	10,598
Pension and benefits	45,091	41,542
Rent	18,444	12,311
Seminars, training, and travel	20,047	18,576
Total operating expenses	257,072	258,540
Operating Loss	(194,933)	(200,181)
Nonoperating Revenues (Expenses):		
Investment income	45,528	22,896
Grants	(296,749)	(1,000)
Restricted contribution	-	370,904
Net proceeds from bond defeasance	3,289,397	-
Legal settlement proceeds	97,190	192,750
Total nonoperating revenues, net	3,135,366	585,550
Change in Net Position	2,940,433	385,369
Net Position - Beginning of Year	2,959,194	2,573,825
Net Position - End of Year	$ 5,899,627	$ 2,959,194

The accompanying notes are an integral
part of these financial statements.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2017 AND 2016

	2017	2016
Cash Flows From Operating Activities:		
Receipts from health facilities and others	$ 62,139	$ 58,359
Payments to vendors	(108,998)	(104,653)
Payments to employees	(145,614)	(141,364)
Net cash used in operating activities	(192,473)	(187,658)
Cash Flows From Noncapital Financing Activities:		
Grant payments to other organizations	(217,525)	(16,300)
Restricted contribution	-	370,904
Net proceeds from bond defeasance	3,289,397	-
Legal settlement proceeds	97,190	192,750
Net cash provided by noncapital financing activities	3,169,062	547,354
Cash Flows From Investing Activities:		
Purchases of investments	(675,501)	(849,810)
Sales and maturities of investments	1,323,320	877,488
Purchase of capital assets	-	(700)
Receipts from investment income	59,736	41,184
Net cash provided by investing activities	707,555	68,162
Net Increase in Cash and Cash Equivalents	3,684,144	427,858
Cash and Cash Equivalents, Beginning of Year	821,231	393,373
Cash and Cash Equivalents, End of Year	$ 4,505,375	$ 821,231
Reconciliation of Operating Loss to Net Cash Used in Operating Activities:		
Operating loss	$ (194,933)	$ (200,181)
Adjustments to reconcile loss from operations to net cash used in operating activities:		
Depreciation	557	375
Changes in:		
Prepaid insurance	373	(819)
Deferred outflows of resources - pensions	(2,219)	(39,980)
Accrued expenses	96	(1,397)
Compensated absences	(15,199)	355
Net pension liability	9,738	72,180
Deferred inflows of resources - pensions	9,114	(18,191)
Net cash used in operating activities	$ (192,473)	$ (187,658)

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity:

The Escambia County Health Facilities Authority (the "Authority") was created on March 6, 1975 by resolution of the Escambia County Board of County Commissioners. The Authority members are appointed by the Escambia County Board of County Commissioners, with the operation and administration of the Authority governed by Chapter 154 Part III, Chapter 159 Part II, and Chapters 163 and 189 of the Florida Statutes. The Authority is self-supporting and generates revenues by providing financing for governmental and non-profit health care facilities within and outside of the State of Florida. There are no other component units which form the reporting entity.

Measurement Focus, Basis of Accounting and Financial Statement Presentation:

The Authority has adopted the provisions of Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-For State and Local Governments* and Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus*.

The financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The Authority distinguishes between operating and nonoperating revenues and expenses. Operating revenues and expenses consist of charges for services and the costs of providing those services, including depreciation. All other revenues and expenses are reported as nonoperating.

The Authority applies all applicable Governmental Accounting Standards Board ("GASB") pronouncements. Additionally, the Authority applies pronouncements of the Financial Accounting Standards Board ("FASB") and its predecessor bodies, issued on or before November 30, 1989, unless those pronouncements contradict or conflict with GASB pronouncements.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents:

For purposes of the statement of cash flows, the Authority considers all highly liquid investments with an original maturity of three months or less to be cash equivalents, including investments in the Local Government Surplus Funds Trust Fund Investment Pool. Maturities and reinvestments of invested funds are shown as purchases and sales and maturities of investments in the statement of cash flows.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets:

Capital assets are recorded at cost and are depreciated over the estimated useful lives of individual assets. Estimated useful life is management's estimate of the length of time that the asset is expected to meet service demands. The straight-line method of depreciation is used based on an estimated useful life of five years.

Compensated Absences:

It is the Authority's policy to permit employees to accumulate an unlimited amount of earned but unused paid time off. Accordingly, the Authority records an accrual for earned but unused paid time off. Accrued but unused paid time off expected to be used within the next fiscal year is recorded as a current liability in the accompanying financial statements. The amount expected to be carried forward to future years is recorded as a non-current liability.

Pensions:

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position of the Florida Retirement System ("FRS") defined benefit plan and the Health Insurance Subsidy ("HIS") defined benefit plan, and additions to/deductions from the FRS's and the HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and the HIS plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

Deferred Outflows and Inflows of Resources:

The Authority reports decreases and increases in net position that relate to future periods as deferred outflows of resources and deferred inflows of resources, respectively, in separate sections of the statements of net position. The deferred outflows and inflows of resources related to pensions are further discussed in Note 7.

Restricted and Unrestricted Resources:

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

Reclassifications:

Certain reclassifications were made to the 2016 financial statements to conform to the current year presentation.

NOTE 2 - DEPOSITS AND INVESTMENTS

Deposits:

At September 30, 2017, the carrying amount of the Authority's deposits was $297,243 and the bank balance was $323,223, which was held by qualified public depositories under Chapter 280, Florida Statutes. Accordingly, these deposits are considered to be fully insured.

Concentration of Credit Risk:

The Authority's investment policy provides that except for U.S. Treasury securities, U.S. Government Agency securities, the Local Government Surplus Funds Trust Fund ("Florida PRIME"), investments insured by the Federal Deposit Insurance Corporation ("FDIC"), and certain money market funds, no more than 6% of the assets of the portfolio may be invested in the securities of any single issuer.

As of September 30, 2017, 72% of the Authority's investments were in money market mutual funds and the Florida PRIME, which are exempt from the concentration risk policy, while the remaining 28% of investments were in U.S. Government obligations, mortgage-backed securities and corporate bonds through a custodial account. At September 30, 2017, no assets subject to the concentration risk policy represented 6% or more invested in the securities of any single issuer.

Custodial Credit Risk:

The Authority's investment policy requires securities, with the exception of certificates of deposits, to be held with a third-party custodian; and all securities purchased by, and all collateral obtained by the Authority to be properly designated as an asset of the Authority. The securities must be held in an account separate and apart from the assets of the financial institution. Certificates of deposits are placed in the provider's safekeeping department for the term of the deposit.

Credit Risk:

The investment of surplus funds and restricted reserve funds is governed by the provisions of Section 218.415, Florida Statutes, and Subsection 16 as to the types of investments that can be made. Pursuant to the provisions of this statute, the Authority has a comprehensive written investment policy which authorizes investments in the following securities:

(a) Debt Obligations of the U.S. Treasury.
(b) Government Agency Notes and Bonds.
(c) Mortgage Backed Securities - U.S. Government Agencies and Federal Instrumentalities (U.S. Government Sponsored Agencies).

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

(d) Corporate Bonds (Rated single A or better at time of purchase by at least one nationally recognized statistical rating organization "NRSRO").
(e) Commercial paper (Rated A-1/P-1 or better by at least one NRSRO).
(f) Interest Bearing Time Deposits, Checking and Savings Accounts (from financial institutions qualified under Section 280.02, Florida Statutes, unless exempted therefrom as provided in the Statute).
(g) Bankers Acceptances (Rated A-1/P-1 or better by at least one NRSRO).
(h) Taxable Municipal Bonds (Rated single A or better by at least one NRSRO).
(i) Tax Exempt Municipal Bonds (Rated single A or better by at least one NRSRO).
(j) Money Market Funds (Rated "AAAm" by Standard & Poor's or the equivalent by another rating agency), and other forms of investments which qualify under the following definition: Securities of, or other investments in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
(k) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
(l) Florida PRIME or any governmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes having a rating of "AAAm" by Standard & Poor's or the equivalent by another rating agency.
(m) Investments authorized under Section 218.415 (16) and (17), Florida Statutes, as the same may be amended from time to time, which may not be specifically listed.
(n) Other investments or securities which may be specifically approved from time to time by action of the Authority at a public meeting.

The Authority's investment policy states that a credit a rating of "AAAm" by Standard & Poor's or the equivalent by another rating agency is required for its investment in the Florida PRIME. Standard and Poor's Ratings Services assigned its "AAAm" principal stability fund rating to the Florida PRIME as of September 30, 2017. The Florida PRIME is an external 2a7-like investment pool, in which the fair value of the Authority's position in the pool is the same as the value of the pool shares.

Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

The Authority's investment policy states that a credit quality rating of single A or better from a nationally recognized rating agency is required at the time of purchase for its investments in corporate bonds. Moody's Investor Services assigned rates ranging from the "Aaa" (Standard & Poor's equivalent of "AAA") rating to the "A2" (Standard & Poor's equivalent of "A") rating to the Authority's investments in corporate bonds as of September 30, 2017, except for one corporate bond which had its rating lowered to "A3" by Moody's Investor Services subsequent to its purchase.

The Authority's investment policy states that a credit quality rating of single "AAAm" by Standard & Poor's or the equivalent is required for its investments in money market funds. Standard & Poor's assigned the rate of "AAAm" to the Authority's investments in money market funds as of September 30, 2017.

Interest Rate Risk:

The Authority's investment policy is structured to ensure appropriate diversification of investments as a means of managing its exposure to fair value losses arising from increasing interest rates.

Investments:

As of September 30, 2017 and 2016, the Authority had the following investments:

Investment	Maturities	2017	2016
Money market mutual funds	Average of less than 60 days	$ 413,289	$ 22,025
Local Government Surplus Funds Trust Fund	Average of 51 days	3,794,843	602,197
U.S. Government obligations	Average of 1.15 years	582,803	736,454
Mortgage-backed securities	Average of 4.53 years	21,784	36,174
Corporate bonds	Average of 0.81 years	1,000,079	1,491,949
		$ 5,812,798	$ 2,888,799

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Fair Value of Investments:

The Authority categorizes its fair value measurements within the fair value hierarchy established generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The following table presents assets carried at fair value at September 30, 2017:

	Level 1	Level 2	Level 3	Total
Money market mutual funds	$ 413,289	$	$	$ 413,289
U.S. Government obligations		582,803		582,803
Mortgage-backed securities		21,784		21,784
Corporate bonds		1,000,079		1,000,079
Total investments	$ 413,289	$ 1,604,666	$ -	$ 2,017,955

The following table presents assets carried at fair value at September 30, 2016:

	Level 1	Level 2	Level 3	Total
Money market mutual funds	$ 22,025	$	$	$ 22,025
U.S. Government obligations		736,454		736,454
Mortgage-backed securities		36,174		36,174
Corporate bonds		1,491,949		1,491,949
Total investments	$ 22,025	$ 2,264,577	$ -	$ 2,286,602

Securities classified in Level 1 are valued using the following approaches:

- Money market mutual funds: published fair value per share (unit) for each fund.

Securities classified in Level 2 are valued using the following approaches:

- U.S. Government obligations and mortgage-backed securities: quoted prices for identical securities in markets that are not active;
- Corporate bonds: quoted prices for similar securities in active markets.

The Local Government Surplus Funds Trust Fund is measured at cost and excluded from the fair value hierarchy disclosure.

NOTE 3 - CAPITAL ASSETS

Changes in capital assets were as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Office equipment	$ 20,284	$ -	$ -	$ 20,284
Less accumulated depreciation	(19,032)	(557)	-	(19,589)
	$ 1,252	$ (557)	$ -	$ 695

NOTE 4 - COMPENSATED ABSENCES

Compensated absences consist of accumulated unpaid paid time off, which covers personal or family member illness, medical care, bereavement leave, or other personal time off. Changes in compensated absences were as follows:

	Beginning Balance	Additions	Payments	Ending Balance	Current Portion
Compensated absences	$ 23,994	$ 3,578	$ (18,777)	$ 8,795	$ 8,795

NOTE 5 - RISK MANAGEMENT

The Authority is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority carries insurance against certain of these risks, and has other protections under Florida law for its public officers and employees for non-intentional tort liability, and financial liability connected with the issuance of its bonds. The Authority carries General Commercial Liability; Commercial Property with wind (hurricane coverage); and a Commercial Crime Policy and additional endorsements for Computer and Funds Transfer Fraud; Forgery and Alteration; and Credit, Debit or Charge Card Forgery. The Authority and its Executive Director have implemented financial policies and procedures to establish a system of internal controls to minimize exposure to uninsured risks, including the engagement of a certified public accountant to provide extensive financial management and oversight services on a continuous basis. There have been no losses for these risks in any of the prior three fiscal years, and the Authority is not aware of any liabilities related to these risks as of September 30, 2017.

NOTE 6 - CONDUIT DEBT OBLIGATIONS

The Authority is a conduit issuer of tax exempt bonds and lease financing transactions (collectively "revenue bonds") to fund capital projects for qualified private sector non-profit health care organizations (the "conduit debt borrowers"). As a conduit issuer, the Authority has no obligation to repay the revenue bonds from its general revenues. The Authority undertakes its financing activities pursuant to the provisions of Chapter 154, Part III and Chapter 159, Part II, Florida Statutes and applicable federal tax and securities regulations. The revenue bonds are limited obligations of the Authority payable only from funds made available by the conduit debt borrowers under the terms of financing documents for each issue.

The Authority has no taxing power and the revenue bonds do not constitute a debt or pledge of the full faith and credit of the Authority, Escambia County, the State of Florida or any political subdivision thereof. Accordingly, the revenue bonds are not reported as liabilities in the accompanying financial statements.

The outstanding balance of conduit debt obligations issued by the Authority was $179,187,913 and $193,630,732 at September 30, 2017 and 2016, respectively.

NOTE 7 - RETIREMENT PLANS

Florida Retirement System:

As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost-sharing multiple-employer defined benefit plans administered by the Florida Department of Management Services Division of Retirement, including the FRS Pension Plan ("Pension Plan") and the Retiree Health Insurance Subsidy Program ("HIS Plan") for participating public employees.

The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the Florida Division of Retirement, 2639 N. Monroe Street, Building C, Tallahassee, Florida 32399 or calling 1-850-488-6491.

Pension Plan:

Plan Description - The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan. The Pension Plan was amended in 1998 to add the Deferred Retirement Option Program ("DROP") and amended in 2000 to provide a defined contribution plan alternative for FRS members.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

Benefits Provided – All Authority employees are covered by the Pension Plan. Employees who retire with 30 years of credited service or at age 62 with 6 years of credited service are entitled to a benefit, payable monthly for life, equal to 1.6 percent of their average final compensation for each year of credited service. Average final compensation is the employee's average salary for the five highest years of salary earned during covered employment. Benefits fully vest on reaching 6 years of credited service. Vested employees may retire before age 62 or 30 years of credited service and receive reduced retirement benefits. The Pension Plan also provides death and disability benefits.

The DROP permits employees eligible for normal retirement under the Pension Plan to defer receipt of monthly benefit payment while continuing employment with an FRS participating employer. An employee may participate in the DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the Florida Retirement System Trust Fund and accrue interest.

Contributions - The Authority is required by State statute to make contributions to the Pension Plan equal to a certain percent of covered employees' salaries. On July 1, 2013, the Authority's employee entered DROP. The DROP participation period for the employee ends November 1, 2017. The Authority's contribution rate for DROP was 12.88% from October 1, 2015 through June 30, 2016, 12.99% from July 1, 2016 through June 30, 2017, and 13.26% from July 1, 2017 through September 30, 2017.

The Authority's contributions to the Pension Plan totaled $13,204 and $13,075 for the years ended September 30, 2017 and 2016, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2017 and 2016, the Authority reported a net pension liability of $150,025 and $135,384, respectively, for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2017 and 2016, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017 and 2016, respectively. The Authority's proportionate share of net pension liability was based on the Authority's fiscal year contributions relative to the fiscal year contributions of all participating members. At June 30, 2017 and 2016, respectively, the Authority's proportionate share was 0.000507195% and 00.000536174%, respectively.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

For the years ended September 30, 2017 and 2016, the Authority recognized pension expense of $19,582 and $25,482, respectively, related to the Pension Plan. In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources for the years ended September 30, 2017 and 2016:

	Deferred Outflows of Resources	Deferred Inflows of Resources
September 30, 2017:		
Differences between expected and actual experience	$ 13,769	$ 831
Change in assumptions	50,419	-
Net difference between projected and actual earnings on Pension Plan investments	-	3,718
Changes in proportion and differences between Pension Plan contributions and proportionate share of contributions	16,741	10,023
Pension Plan contributions subsequent to measurement date	3,380	-
	$ 84,309	$ 14,572

	Deferred Outflows of Resources	Deferred Inflows of Resources
September 30, 2016:		
Differences between expected and actual experience	$ 10,366	$ 1,261
Change in assumptions	8,190	-
Net difference between projected and actual earnings on Pension Plan investments	34,995	-
Changes in proportion and differences between Pension Plan contributions and proportionate share of contributions	23,829	8,122
Pension Plan contributions subsequent to measurement date	3,301	-
	$ 80,681	$ 9,383

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

The deferred outflows of resources related to the Pension Plan totaling $3,380 resulting from Authority contributions to the Pension Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30	
2018	$ 12,281
2019	25,187
2020	14,149
2021	1,897
2022	9,379
Thereafter	3,464
	$ 66,357

Actuarial Assumptions - The total pension liability in the July 1, 2017 and 2016 actuarial valuations was determined using the following actuarial assumptions:

	2017	2016
Valuation date	July 1, 2017	July 1, 2016
Measurement date	June 30, 2017	June 30, 2016
Inflation	2.60%	2.60%
Salary increases including inflation	3.25%	3.25%
Long-term expected rate of return, net of investment expense	7.10%	7.60%

Mortality rates were based on the Generational RP-2000 with Projection Scale BB. Actuarial cost method was Individual Entry Age.

The actuarial assumptions used in the July 1, 2017 and 2016 valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

The long-term expected rate of return on Pension Plan investments was not based on historical returns, but instead is based in a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major class are summarized in the following table:

	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.00%	3.00%	3.00%	1.80%
Fixed income	18.00%	4.50%	4.40%	4.20%
Global equity	53.00%	7.80%	6.60%	17.00%
Real estate	10.00%	6.60%	5.90%	12.80%
Private equity	6.00%	11.50%	7.80%	30.00%
Strategic investments	12.00%	6.10%	5.60%	9.70%
	100.00%			
Assumed inflation - Mean			2.60%	1.90%

Note: (1) As outlined in the Pension Plan's investment policy.

Discount Rate - The discount rate used to measure the total pension liability in the July 1, 2017 and 2016 actuarial valuations was 7.10% and 7.60%, respectively. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

Sensitivity of the Authority's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following table presents the Authority's proportionate share of net pension liability calculated using the discount rate of 7.10% as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1%-point lower (6.10%) or 1%-point higher (8.10%) than the current rate as of September 30, 2017:

	1% Decrease (6.10%)	Current Discount Rate (7.10%)	1% Increase (8.10%)
Authority's proportionate share of the net pension liability	$ 271,536	$ 150,025	$ 49,143

Pension Plan Fiduciary Net Position - Detailed information about the Pension's Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan - At September 30, 2017 and 2016, the Authority reported payables of $1,043 and $1,040, respectively for the outstanding amount of contributions to the Pension Plan required for the years then ended.

HIS Plan:

Plan Description - The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of the State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided - For the years ended September 30, 2017 and 2016, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum payment of $30 and a maximum payment of $150 per month pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which includes Medicare.

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

Contributions - The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. At September 30, 2017 at 2016, the contribution rate was 1.66%. The Authority contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Authority's contributions to the HIS Plan totaled $1,935 and $1,935 for the years ended September 30, 2017 and 2016, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2017 and 2016, the Authority reported a net pension liability of $39,088 and $43,991, respectively, for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2017 and 2016, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016. The Authority's proportionate share of net pension liability was based on the Authority's fiscal year contributions relative to the fiscal year contributions of all participating members. At June 30, 2017 and 2016, the Authority's proportionate share was 0.000365565% and 0.000377454%, respectively.

For the years ended September 30, 2017 and 2016, the Authority recognized pension expense of $915 and $3,209, respectively, related to the HIS Plan. In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources at September 30, 2017 and 2016:

	Deferred Outflows of Resources	Deferred Inflows of Resources
September 30, 2017:		
Differences between expected and actual experience	$ -	$ 80
Change in assumptions	5,494	3,380
Net difference between projected and actual earnings on HIS Plan investments	22	-
Changes in proportion and differences between HIS Plan contributions and proportionate share of contributions	-	2,811
HIS Plan contributions subsequent to measurement date	484	-
	$ 6,000	$ 6,271

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

	Deferred Outflows of Resources	Deferred Inflows of Resources
September 30, 2016:		
Differences between expected and actual experience	$ -	$ 100
Change in assumptions	6,903	-
Net difference between projected and actual earnings on HIS Plan investments	22	-
Changes in proportion and differences between HIS Plan contributions and proportionate share of contributions	-	2,246
HIS Plan contributions subsequent to measurement date	484	-
	$ 7,409	$ 2,346

The deferred outflows of resources related to pensions totaling $484 resulting from Authority contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2018.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

Year Ending September 30	
2018	$ 33
2019	28
2020	26
2021	(8)
2022	(102)
Thereafter	(732)
	$ (755)

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

Actuarial Assumptions - Actuarial valuations for the HIS Plan are conducted biennially. The July 1, 2016 HIS valuation is the most recent actuarial valuation and was used to develop the total pension liability amounts as of June 30, 2016 and 2017. The July 1, 2016 actuarial valuation was determined using the following actuarial assumptions at the June 30, 2017 and 2016 measurement dates:

	2017	2016
Valuation date	July 1, 2016	July 1, 2016
Measurement date	June 30, 2017	June 30, 2016
Inflation	2.60%	2.60%
Salary increases including inflation	3.25%	3.25%
Municipal Bond Rate	3.58%	2.85%

Mortality rates were based on the Generational RP-2000 with Projection Scale BB.

Because the HIS Plan is funded on a pay-as-you-go basis, no experience study has been completed for that plan. The actuarial assumptions that determined the total pension liability for the HIS Plan were based on certain results of the most recent experience study conducted for the FRS Pension Plan.

Discount Rate - The municipal bond rate used to measure the total pension liability was 3.58% and 2.85% for the 2017 and 2016 measurement dates, respectively. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Authority's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following table presents the Authority's proportionate share of net pension liability calculated using the discount rate of 3.58% as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1%-point lower (2.58%) or 1%-point higher (4.58%) than the current rate as of September 30, 2017:

	1% Decrease (2.58%)	Current Discount Rate (3.58%)	1% Increase (4.58%)
Authority's proportionate share of the net pension liability	$ 44,604	$ 39,088	$ 34,493

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

Pension Plan Fiduciary Net Position - Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan - At September 30, 2017 and 2016, the Authority reported payables of $149 and $152, respectively, for the outstanding amount of contributions to the HIS Plan required for the years then ended.

NOTE 8 - OPERATING LEASE

The Authority leases office space under an operating lease which expires on September 30, 2018. Rent expense for the facility lease amounted to $18,444 and $12,311 for the years ended September 30, 2017 and 2016, respectively. The minimum future rental payments are approximately $19,000 for the fiscal year ending September 30, 2018.

NOTE 9 - RELATED PARTY TRANSACTIONS

A member of the Authority's Board of Directors held a key position in the local Commercial Services division of a Pensacola based bank used by the Authority for two of its depository accounts, but retired from the bank during the year ended September 30, 2017. The Authority also maintains an investment account that is handled by the Investment Management and Corporate Trust Services divisions at the bank's corporate headquarters in Alabama. The board member was not affiliated with these Alabama divisions. At September 30, 2017, amounts at this bank totaling approximately $2,120,000 were held in checking, money market, and investment accounts.

NOTE 10 - CHARITABLE GRANT PROGRAM

The Authority reinstated its Charitable Grant Program during fiscal year 2013 to improve health care related services to residents of Escambia County, Florida. At that time, the Authority designated $250,000 to fund the Charitable Grant Program over five fiscal years (2013 - 2017). Under the program, funds for lower cost capital expenditures were made available to selected Escambia County non-profit organizations meeting certain requirements. The grants were not loans and did not require repayment by the recipient. The amount of grant funds available in each of the five fiscal years is $50,000 and any amounts not awarded carry over to the following fiscal year. There were limits on the size of the grants awarded and other program requirements. A mini grant program was established during fiscal year 2015 to provide funds to local non-profits for special events, services or projects not involving capital expenditures. The maximum amount of any mini grant is $2,500. The mini grant fund was capped at $25,000 and by September 30, 2017, $17,500 in mini grants have been awarded since program inception.

NOTE 10 - CHARITABLE GRANT PROGRAM (Continued)

During the years ended September 30, 2017 and 2016, the Authority expensed $5,000 and $1,000, respectively, in funding for grants under the Charitable Grant Program for mini grants. All grants awarded through September 30, 2017 were fully expensed and closed as of September 30, 2017. At September 30, 2017, $154,726 and $7,500 was available for funding additional capital grants and mini grants, respectively. In January 2018, the Authority extended both grant programs indefinitely, subject to funds availability.

NOTE 11 - RESTRICTED CONTRIBUTION

During the year ended September 30, 2016, the Authority received a contribution of $370,904 from a local non-profit corporation, subject to the Authority agreeing to restrict the funds for use as capital grants to assist local non-profit organizations providing services which improve the health and wellbeing of residents of Escambia County. During the year ended September 30, 2017, the Authority expensed $291,749 in funding for grants from the restricted contribution. At September 30, 2017, $79,155 was available for funding additional capital grants and is presented as restricted net position.

NOTE 12 - NET PROCEEDS FROM BOND DEFEASANCE

During the fiscal year ended September 30, 2017, the Authority received $3,289,397 in net proceeds from the Series 2000A Loan Program bonds, which was recognized as non-operating revenues for the year ended September 30, 2017. The Authority has indicated its intent at its January 2018 board meeting to award up to $2,000,000 of these proceeds as a capital grant to assist two local non-profit organizations to expand their existing health care facilities in Century, Florida, subject to certain conditions which are currently under negotiation.

NOTE 13 - LEGAL SETTLEMENT PROCEEDS

During the years ended September 30, 2017 and 2016, the Authority received funds of $97,190 and $192,750, respectively, as its share of settlement proceeds obtained in connection with a class action law suit titled In re Municipal Derivatives Antitrust Litigation. The Authority was a member of the plaintiff class which filed suit against various financial industry defendants alleging bid-rigging in the sale of municipal derivative transactions. Certain of the defendants sold municipal derivative transactions to the Authority in connection with its Series 2000A Loan Program bonds. The Authority recognized the proceeds as non-operating revenues.

REQUIRED SUPPLEMENTARY INFORMATION

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST TEN FISCAL YEARS*
UNAUDITED

	2017	2016	2015	2014
Escambia County Health Facilities Authority's proportion of net pension liability	0.000507195%	0.000536174%	0.000526658%	0.000602937%
Escambia County Health Facilities Authority's proportionate share of net pension liability	$ 150,025	$ 135,384	$ 68,025	$ 36,788
Escambia County Health Facilities Authority's covered-employee payroll	$ 116,520	$ 116,520	$ 116,520	$ 116,520
Escambia County Health Facilities Authority's proportionate share of net pension liability as a percentage of its covered-employee payroll	128.75%	116.19%	58.38%	31.57%
Plan fiduciary net position as a percentage of the total pension liability	83.89%	84.88%	92.00%	96.09%

* The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
HEALTH INSURANCE SUBSIDY PROGRAM
LAST TEN FISCAL YEARS*
UNAUDITED

	2017	2016	2015	2014
Escambia County Health Facilities Authority's proportion of net pension liability	0.000365565%	0.000377454%	0.000384082%	0.000400353%
Escambia County Health Facilities Authority's proportionate share of net pension liability	$ 39,088	$ 43,991	$ 39,170	$ 37,434
Escambia County Health Facilities Authority's covered-employee payroll	$ 116,520	$ 116,520	$ 116,520	$ 116,520
Escambia County Health Facilities Authority's proportionate share of net pension liability as a percentage of its covered-employee payroll	33.55%	37.75%	33.62%	32.13%
Plan fiduciary net position as a percentage of the total pension liability	1.64%	0.97%	0.50%	0.99%

* The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
SCHEDULE OF CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST TEN FISCAL YEARS*
UNAUDITED

	2017	2016	2015	2014
Contractually required contribution	$ 13,204	$ 13,075	$ 14,425	$ 15,039
Contributions in relation to the contractually required contribution	(13,204)	(13,075)	(14,425)	(15,039)
Contributions deficiency (excess)	$ -	$ -	$ -	$ -
Escambia County Health Facilities Authority's covered-employee payroll	$ 116,520	$ 116,520	$ 116,520	$ 116,520
Contribution as a percentage of covered-employee payroll	11.33%	11.22%	12.38%	12.91%

* The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
SCHEDULE OF CONTRIBUTIONS
HEALTH INSURANCE SUBSIDY PROGRAM
LAST TEN FISCAL YEARS*
UNAUDITED

	2017	2016	2015	2014
Contractually required contribution	$ 1,935	$ 1,935	$ 1,468	$ 1,371
Contributions in relation to the contractually required contribution	(1,935)	(1,935)	(1,468)	(1,371)
Contributions deficiency (excess)	$ -	$ -	$ -	$ -
Escambia County Health Facilities Authority's covered-employee payroll	$ 116,520	$ 116,520	$ 116,520	$ 116,520
Contribution as a percentage of covered-employee payroll	1.66%	1.66%	1.26%	1.18%

* The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

OTHER REPORTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated March 1, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Escambia County Health Facilities Authority

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
March 1, 2018

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have examined the Escambia County Health Facilities Authority's (the "Authority's") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2017. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

This report is intended solely for the information and use of the Authority and the Auditor General, State of Florida, and is not intended and should not be used by anyone other than these specified parties.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
March 1, 2018

MANAGEMENT LETTER

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated March 1, 2018.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reports

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards,* and our Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards,* Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 1, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. This information is included in the notes to the financial statements. There are no component units.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Section 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the Management Letter any recommendations to improve financial management. In connection with our audit, we have one recommendation to improve financial management:

> Under the Authority's charitable grants program, grants are awarded on a reimbursement basis. The Authority typically records reimbursable grant expenses after the project is complete, final inspection is performed, and reimbursement requests are received, reviewed for accuracy, and approved. After the books were closed for the 2017 audit, the Authority received documentation from a grantee requesting reimbursement for expenses that were incurred by the grantee before the Authority's year-end. These expenses were subsequently approved for grant funding and paid. We proposed an adjustment to accrue these reimbursable expenses, and management agreed with us. We recommend that the Authority expand its close-out procedures in future years to request documentation from grantees with ongoing projects which identifies reimbursable grant expenses incurred through the Authority's year-end, and record any necessary accruals.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, requires that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the Authority for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

Board of Directors
Escambia County Health Facilities Authority

Other Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
March 1, 2018

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-32. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 32, as follows, with the exception of Items 17 and 19, which were held for separate votes, as amended to drop Items 1, 12.A.(1), and 15:

1. Dropping the recommendation that the Board adopt the Resolution approving Supplemental Budget Amendment #164, Community Redevelopment Block Grant Fund (129), in the amount of $281,868, recognizing Funds from the sale of voluntary tax credits and appropriating these Funds to assist the City of Pensacola in remediating the site known as the Corrine Jones Park.

2. Taking the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the Bristol Creek/Bristol Park/Ashbury Hills Area, Lake Charlene Warrington Drainage Area Project, and the Beach Haven Northeast Phase 1, Drainage and Sanitary Sewer Project (Global Match):

   A. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-08-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Bristol Creek/Bristol Park/Ashbury Hills Area, providing for 100% Federal funding, with Local Global Match approval, awarded at $6,189,379;

   B. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-19-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Lake Charlene Warrington Drainage Area, providing for 100% Federal funding, with Local Global Match approval, awarded at $314,274;

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-32. Approval of Various Consent Agenda Items – Continued

2. Continued…

C. Approving the *Non-Financial Subgrant Agreement, Escambia County*, Project Number 4177-09-R, between the State of Florida, Division of Emergency Management and Escambia County Board of County Commissioners, for the Local Global Match applied to projects 4177-08-R and 4177-19-R, for the Beach Haven Northeast Phase 1 Drainage and Sanitary Sewer Project, as the fully qualified and eligible project for Local Global Match;

D. Ratifying the December 11, 2014, and February 19, 2015, Board approval authorizing the County Administrator to execute any subsequent Agreements and Program-related documents for these projects, specifically the Local Global Match Application, as referenced in the February 19, 2015, Board Minutes, and specifically authorizing execution of the application to leverage Funds for Local Global Match for these projects;

E. Authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

F. Authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for these projects; and

G. Accepting, subject to Legal review and sign-off, any Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are part of the project scopes.

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

Section (19), Mandated Conditions, Subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

Date: 04-26-2018

TO: Liz Carew
Clerk to the Board

BCC: 06-16-2016

CAR II-2 Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County
Contract Number: 16NF-00-01-27-01-453
Project Number: 4177-09-R

Please Initial and Date
Below on Line Provided

jw 04-26-18 Judy Witterstaeter, Program Coordinator, County Administration

Attached for filing with the Board's Minutes is one original of the document noted above. Please see the attached copy of the Transmittal Message, which contains Chris Curb's notation regarding the verbiage changed by FDEM.

Thank you.

4/27/2018 LC Liz Carew, Clerk to the Board

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

Judy H. Witterstaeter

From: Chris A. Curb
Sent: Friday, April 27, 2018 11:45 AM
To: Chris A. Curb; Kristin D. Hual; Judy H. Witterstaeter
Cc: Terri Berry; Peyton A. Cook; Joy Jones
Subject: RE: 4177-09 Modification to Subgrant Agreement (Beach Haven Global Match)

Judy
As discussed please send to clerk with my memo regarding revised first page.

We will be requesting another time extension later this summer.. So this agreement will be receiving another modificaton agreement anyway.
Thanks
Chris

Get Outlook for Android

From: Judy H. Witterstaeter
Sent: Monday, April 23, 1:10 PM
Subject: RE: 4177-09 Modification to Subgrant Agreement (Beach Haven Global Match)
To: Chris A. Curb, Kristin D. Hual
Cc: Terri Berry, Peyton A. Cook, Joy Jones

Good afternoon, Chris and Kristin,

I was on vacation last Thursday and Friday, April 19th and 20th. Chris's email below dated April 16, 2018, is the last one I found regarding the 4177-09 Modification to Subgrant Agreement (Beach Haven).

Has there been another email that I missed regarding the subject document? I still need clear direction regarding the handling of the Modification to Subgrant Agreement that was changed by FDEM.

Thank you both,

Judy

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

From: Chris A. Curb
Sent: Monday, April 16, 2018 2:28 PM
To: Kristin D. Hual <KDHUAL@myescambia.com>
Cc: Judy H. Witterstaeter <JHWITTER@myescambia.com>; Terri Berry <Terri_Berry@myescambia.com>; Peyton A. Cook <PACOOK@myescambia.com>; Joy Jones <DJJONES@myescambia.com>
Subject: RE: 4177-09 Modification to Subgrant Agreement (Beach Haven Global Match)

Kristen:

There has not been any "verbally" agreed upon POP extensions. This has all been handled in writing; see attached documents.

Please give me a call.

Thanks

Chris Curb, Engineering Manager - Stormwater

Escambia County Engineering
3363 West Park Place | Pensacola, FL 32505
850-595-3419 (Office) | 850-554-3038 (Cell)

It is our goal to extend the best possible customer service. Please contact my Division Manager, Joy_Jones@myescambia.com regarding the level of service you've received from the Escambia County Engineering Division. Your time is valued and appreciated.

From: Kristin D. Hual
Sent: Monday, April 16, 2018 2:02 PM
To: Chris A. Curb <CACURB@myescambia.com>
Cc: Judy H. Witterstaeter <JHWITTER@myescambia.com>; Terri Berry <Terri_Berry@myescambia.com>; Peyton A. Cook <PACOOK@myescambia.com>; Joy Jones <DJJONES@myescambia.com>; Peyton A. Cook <PACOOK@myescambia.com>
Subject: RE: 4177-09 Modification to Subgrant Agreement (Beach Haven Global Match)

Chris-
I understand that both parties (verbally) agreed to extend the POP, but the terms of the written agreement specify that the agreement may ONLY be modified by WRITTEN amendment. So, whether we all agreed to the extension and regardless of whether it was our "fault" or their "fault" for not signing the amendment before the agreement expired, the fact is—the agreement expired. While it is unlikely, the FDEM could take the position that the agreement expired on 3/23- period- and the County would have little recourse.

The lapse, which is now memorialized in recitals of the "revised" document, is problematic because: 1) the FDEM could deny reimbursement for any otherwise eligible costs incurred after the expiration of the agreement on 3/23 and before the execution of the amendment on 3/29; and 2) the FDEM altered a partially executed document without our consent after the prior version was approved by the BCC and executed by the Chairman. Modifying a contract by swapping out pages after one party has already signed the document is not acceptable.

It doesn't appear there is anything we can do about this except hope that our grant funding is not jeopardized or compromised as a result. In the future, I would make every effort to ensure that any amendments are fully executed in a form that has been approved by both parties PRIOR to the expiration of the agreement.

Thank you,

Kristin D. Hual
Senior Assistant County Attorney

Escambia County Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

From: Chris A. Curb
Sent: Monday, April 16, 2018 10:00 AM
To: Kristin D. Hual <KDHUAL@myescambia.com>
Cc: Judy H. Witterstaeter <JHWITTER@myescambia.com>; Terri Berry <Terri_Berry@myescambia.com>; Peyton A. Cook <PACOOK@myescambia.com>; Joy Jones <DJJONES@myescambia.com>
Subject: RE: 4177-09 Modification to Subgrant Agreement (Beach Haven Global Match)

Kristen:

Without this modification it does jeopardize reimbursement, to the tune of $4M. Beach Haven is a global match grant project, that provides the 25% match for $16.5 Million for 4 other HMGP projects. This non-financial grant provides for 100% federal funding on all our other HMGP projects associated with the April 2014 disaster.

Since both parties have mutually agreed to extend to Period of Performance, why would the agreement be considered "dead"? We signed the POP extension agreement they drafted, mailed it to FDEM on March 15, 2018, and they just did not get it back to us in a timely manner. (copy attached)

This agreement POP is also expected to be extended again in August.

SIncerely

Chris Curb, Engineering Manager - Stormwater

Escambia County Engineering
3363 West Park Place | Pensacola, FL 32505
850-595-3419 (Office) | 850-554-3038 (Cell)

It is our goal to extend the best possible customer service. Please contact my Division Manager, Joy_Jones@myescambia.com regarding the level of service you've received from the Escambia County Engineering Division. Your time is valued and appreciated.

From: Kristin D. Hual
Sent: Friday, April 13, 2018 6:30 PM

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

4/6/18

Date: ~~03-13-2018~~

~~TO:~~ FROM Chris Curb
Public Works Department

BCC: 06-16-2016

CAR II-2 Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County
Contract Number: 16NF-00-01-27-01-453
Project Number: 4177-09-R

Please Initial and Date
Below on Line Provided

TO:

jw 03-13-18 Judy Witterstaeter, Program Coordinator, County Administration

Attached for your further handling are three originals of the document noted above. **When fully executed, please return the Clerk's Original to our office. We will forward it to the Clerk's Office for filing with the Board's Minutes.**

Thank you.

CACurb 4/6/18 Department Representative - (Comments as Applicable)

Clerks original (1st page of agreement) was revised to reflect the date of which FDEM signed. Verbiage changed to "expired on" instead of "will expire"

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

March 28, 2018

Mr. Chris Crub
Engineering Manager
Escambia County BOCC
3363 West Park Place
Pensacola, Florida 32505

Re: Project #4177- 09-R, Escambia County BOCC
Drainage Project - Modification #1

Dear Mr. Crub:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification number (1) (DEM No. 16NF-00-01-27-01-453) between Escambia County BOCC. and the Division of Emergency Management. Additional assistance is available regarding your Project on the Florida Division of Emergency Management Website: **http://www.floridadisaster.org/Mitigation/Hazard/index.htm**. Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Velma Noel, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Velma Noel at (850) 815-4571.

Respectfully,

for S. Miles Anderson BC

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:km/a
Enclosure

Contract Number: 16NF-00-01-27-01-453

Project Number: 4177-09-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 ("Recipient") to modify Contract Number 16NF-00-01-27-02-346, dated July 14, 2016 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into a non-financial agreement with Escambia County BOCC to meet global match requirements under the Hazard Mitigation Grants Program; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on March 23, 2018; and

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of 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 through it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

   (3) **PERIOD OF AGREEMENT**

   This Agreement shall begin July 14, 2016 and shall end November 2, 2018; unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

3. The Scope of Work, to the Agreement, are 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.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. 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.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for 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: 3/13/2018

Attest: Pam Childers
Circuit of the Court

By: _____
Deputy Clerk

SEAL

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: 3/8/18

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: ~~Wesley Maul, Director~~ for michael Kenneth, Deputy Director

Date: 29 MAR 18

BCC Approved 06-16-2016

Attachment A

1st Revision

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to provide protection for Beach Haven located in Pensacola, Escambia County, Florida; funded as a Global Match Project, through the Hazard Mitigation Grant Program (HMGP) **DR- 4177-09-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Escambia County, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes. .

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Recipient proposes to provide protection to improve the drainage located in Pensacola, Florida 32507. The project area includes all streets bounded by Gulf Beach Highway on the south to Jones Swamp on the North, Decatur Avenue on the west and Mills Avenue on the east, excluding a portion of Bartow Avenue north of Eliasburg Street.

The scope of work includes drainage enhancements to the existing drainage system replacement of unsafe deep roadside ditches, prevention of road way and adjacent lot flooding by grading the roads to the appropriate elevations so that they will sit lower than the adjacent properties, prevention of roadside shoulder ponding, to assist in preventing flooding, and provide sanitary sewer services as directed by Emerald Coast Utilities Authority with elimination of septic tanks and associated drain fields. Sanitary sewer services will be provided to all lots within the project area. A majority of the parcels in the project area can be served by providing a gravity sewer main connection to an existing 21" gravity sewer main located along the north boundary of the project area up to the north end of Decatur Avenue. The roads will be paved so that they are 20 feet wide, all driveways that had been removed will be replaced and sod all remaining disturbed areas. The stormwater will be directed north towards the wet retention ponds where the stormwater will be treated before entering the adjacent wetlands.

The project shall provide protection against a 25-year storm event.

TASKS & DELIVERABLES:

A. **Tasks**

1. The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Recipient 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 Recipient and subsequently approved by the Division and FEMA.

   The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2. The Recipient shall monitor and manage the installation to improve the drainage and provide flood protection

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The 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 minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The 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 Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The 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 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 Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the 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. Signed and Sealed As-built project plans (drawings) by Professional Engineer, two hard copies and electronic version (via email or CD); and

b. Letter of Completion:

    1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

    2. Certifying Compliance with all applicable codes;

c. Local building Official Inspection Report and Final approval, as applicable;

d. Letter verifying compliance with the National Historic Preservation Act, to include if archaeological

material or human remains were encountered during project activities. If any archaeological material or human remains were encountered, provide a detailed description of how they were handled.

e. Verification that gopher tortoise conditions were complied with, to include:

   1. Written confirmation that the gopher tortoise borrows were evacuated prior to site manipulation;

   2. Copy of Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit(s) if excavating potentially occupied burrows;

   3. Written confirmation that the excavation method selected minimized the potential injury of an eastern indigo snake;

   4. Written confirmation that the Recipient followed the excavation guidance provide in the most current FWC Gopher Tortoise Permitting Guidelines;

   5. Written confirmation that if an eastern indigo snake was encountered, the snake was allowed to vacate the area prior to additional site manipulation in the vicinity; and

   6. Written confirmation that the holes, cavities, and snake refuge other than gopher tortoise burrows were inspected each morning before area site manipulation, and if occupied by an eastern indigo snake, no work was done until after the snake vacated the vicinity of the proposed work.

f. Verification that the U.S. Fish and Wildlife Service (USFWS) Standard Protection Measures for the Eastern Indigo Snake, dated August 12, 2013 was complied with, to include:

   1. Copy of notification sent to the local USFWS Field Office 30 days prior to any clearing/land alteration activities, notifying them that the education plan was to be implemented;

   2. If the Recipient decided to use an eastern indigo snake protection/education plan other than the approved USFWS plan, the Recipient must provide the Division a copy of the USFWS concurrence of the new plan;

   3. Copies of the sign-in sheet for the pre-construction meeting for all construction staff;

   4. Written verification that all protection measures listed in the Standard Protection Measures for the Eastern Indigo Snake were complied with during construction activities; and

   5. Copy of the post-construction monitoring report submitted to the USFWS Field Office.

g. Proof of compliance with Project Requirements and Conditions contained herein.

3. During the course of this Agreement the Recipient shall submit and provide documentation to support the match costs related to this project. Adequate and complete source documentation shall be submitted to support all costs (Global Match - Local share) related to the project. In some cases, all project activities may not be fully complete prior to submittal incurred in completion of this scope of work; however, a partial shall be submitted.

   The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each Summary of Costs, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that Summary has not been previously requested.

   The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this Agreement. All supporting documentation shall agree with the submitted billing period. All costs submitted for support 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 Recipient shall pre-audit bills, invoices, and/or charges submitted by the

contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted documentation in support of cost related to the project, 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 providing documentation to support the match costs related to this project. Adequate and complete source documentation shall be submitted to support all Global Match - Local share costs related to the projects

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any summary of documentation to support the match costs.

The Recipient shall submit to the Division documentation to support the costs of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The documentation to support the costs 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 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 Recipient's final Summary of documentation to support the match costs 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 drainage improvements to existing drainage system in project area that extends from Gulf Beach Highway on the south to Jones Swamp on the north, Decatur Avenue on the west and Mills Avenue on the east, excluding a portion of Bartow Avenue north of Eliasburg Street. The project will provide protection for Beach Haven located in Pensacola, Florida 32507; to include replacement of unsafe deep roadside ditches, prevention of road way and adjacent lot flooding by grading the roads to the appropriate elevations so that they will sit lower than the adjacent properties, prevention of roadside shoulder ponding, to assist in preventing flooding, and provide sanitary sewer services as directed by Emerald Coast Utilities Authority with elimination of septic tanks and associated drain fields.

The completed project shall provide protection against a 25-year event.

Provided the Recipient performs in accordance with the scope of work outlined in this Agreement, the Division shall allow the Recipient to utilize this project as a Global Match project.

PROJECT CONDITIONS AND REQUIREMENTS:

C. **Engineering:**

1. The 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 Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
3. The Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
4. The Recipient shall submit a certified letter of completion from Engineer of Record. The Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D. **Environmental:**

1. 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. The Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Recipient's contractor shall provide immediate notice of such discoveries to the Recipient. The Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division 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. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
5. Best management practices shall be used during project work to minimize soil erosion, sediment migration and turbidity with special focus on work in or around wetlands and other sensitive areas.
6. A National Pollutant Discharge Elimination System (NPDES) stormwater permit shall be obtained (if area of disturbance shall be greater than one acre). The Recipient shall need to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) shall be submitted at project closeout.
7. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must

first obtain authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Recipient shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refuge other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

8. The Recipient shall comply with U.S. Fish and Wildlife Service "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013.

a. Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance (POP) shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a POP extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) All close out documentation shall be delivered to the Division 30-days prior to POP.

6) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) If the Recipient is not the current title holder of the affected properties, the 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.

This is FEMA Project Number **4177-09-R,** is funded under Severe Floods HMGP-4177-DR-FL.

The project was awarded by FEMA on ***March 23, 2016***; executed on ***July 14, 2016***; shall begin upon execution of both parties, and the Period of Performance for this project shall end on ***November 02, 2018***

FINANCIAL CONSEQUENCES:

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient, on any of the Federally funded projects to which this project contributes Global Match;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting	3	Months
Construction Plan/Technical Specifications::	8	Months
Bidding/Permitting	10	Months
Construction :	16	Months
Weather Delays:	4	Months
Final Inspection/Closeout:	3	Months
Total Period of Performance:	**44**	**Months**

BUDGET:

Line Item Budget*

	Project Costs	**Local Share**
Stormwater Improvements:	$4,076,817.00	$4,076,817.00
Roadway Improvements:	$3,775,188.00	$3,775,188.00
Demolition/Restoration:	$1,004,651.00	$1,004,651.00
Mobilization, Bonds & Traffic Control	$442,833.00	$442,833.00
Total Project Costs:	**$9,299,489.00**	**$9,299,489.00**

This project provides the Global Match for FEMA Project numbers **4177-08-R and 4177-19-R and 4177-18-R.*

Funding Summary

Local Share:	$9,299,489.00	(100%)
Total Project Cost:**	**$9,299,489.00**	**(100%)**

RECEIVED BY
PUBLICATION
2010 MAR 19 P 10:37

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Berrydale Jail Camp Facility

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, taking the following action concerning a Resolution of intent to pursue a lease for the Berrydale Jail Camp facility:

A. Adopting, and authorizing the Chairman to sign, the Resolution *(R2017-33)* and Letter of Intent establishing the Board's intent to pursue a lease for the Berrydale Jail Camp Facility;

B. Authorizing staff to complete, and the County Administrator to sign, the Application for the Use of State-Owned Uplands;

C. Authorizing the County Attorney's Office to draft a Resolution in support of the need to manage a facility with inmates outside the County; and

D. Authorizing the County Administrator or his designee to begin impact negotiations with the Bureau of Public Land Administration for impacts associated with the change.

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving For Action Item 1 and For Discussion Item 1, as follows (For Discussion Item 2 was held for a separate vote):

I. FOR ACTION

1. Taking the following action concerning release of Lease Agreement No. 4269:

A. Approving the Release of Lease Agreement No. 4269 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida relating to a 6.52-acre parcel located on Old Highway 90/State Road 10; and

B. Authorizing the Chairman to execute the Release.

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

Date: 04-11-2018

TO: Liz Carew
Clerk to the Board

BCC: 03-02-2017

CAT I-1 Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Release of Lease No. 4269

Please Initial and Date
Below on Line Provided

jw 04/11/18

Judy Witterstaeter, Program Coordinator, County Administration

Attached for filing with the Board's Minutes is the Clerk's Original of the document noted above.

Thank you.

4/11/18

Liz Carew, Clerk to the Board

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

Escambia County
Clerk's Original

3/2/2017 CAT I-1

This Release of Lease was prepared by:
Christopher Crenshaw
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 31284

ROL1
[6.52+/- acres]

Date: 3-7-2017 Verified By: K McLeod

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

RELEASE OF LEASE NO. 4269

The undersigned lessee on the 2nd day of MARCH, 2017, does hereby quitclaim, release and surrender unto lessor all right, title and interest in and to the leasehold estate of the lands described in attached Exhibit "A" which are leased under Lease Agreement No. 4269 dated April 19, 2000, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, as LESSOR, and **ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida**, as LESSEE, effective the 3rd day of APRIL, 2018.

([This space intentionally left blank; signature page follows.)

WITNESSES:

Dave Fewell
Original Signature

DAVE FEWELL
Print/Type Name of Witness

Terri D. Gross
Original Signature

TERRI D. GROSS
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

BY: Cheryl C. McCall (SEAL)

Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3rd day of APRIL, 2018, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Approved subject to proper execution:

2-8-2017
DEP Attorney Date

David Lee Fewell
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

DAVID LEE FEWELL
MY COMMISSION # GG 086842
EXPIRES: July 24, 2021
Bonded Thru Notary Public Underwriters

Commission/Serial No.

WITNESSES:

ESCAMBIA COUNTY, FLORIDA,
a political subdivision of the State of Florida,
by its Board of County Commissioners

Original Signature

Typed/Printed Name of Witness

By: _____
D. B. Underhill, Chairman

Date Executed
3-2-2017

Original Signature

Attest: ~~Pam Childers~~
Clerk of the Circuit Court

Typed/Printed Name of Witness

By: _____
Deputy Clerk

"LESSEE"

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Doug Underhill, as Chairman, and _____, as Deputy Clerk to the Board, respectively, on behalf of the Board of County Commissioners of Escambia County, Florida, a political subdivision of the State of Florida. They are personally known to me or have produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:
Commission Expires:

Approved as to form and legal sufficiency.

By/Title:
Date: 2/14/17

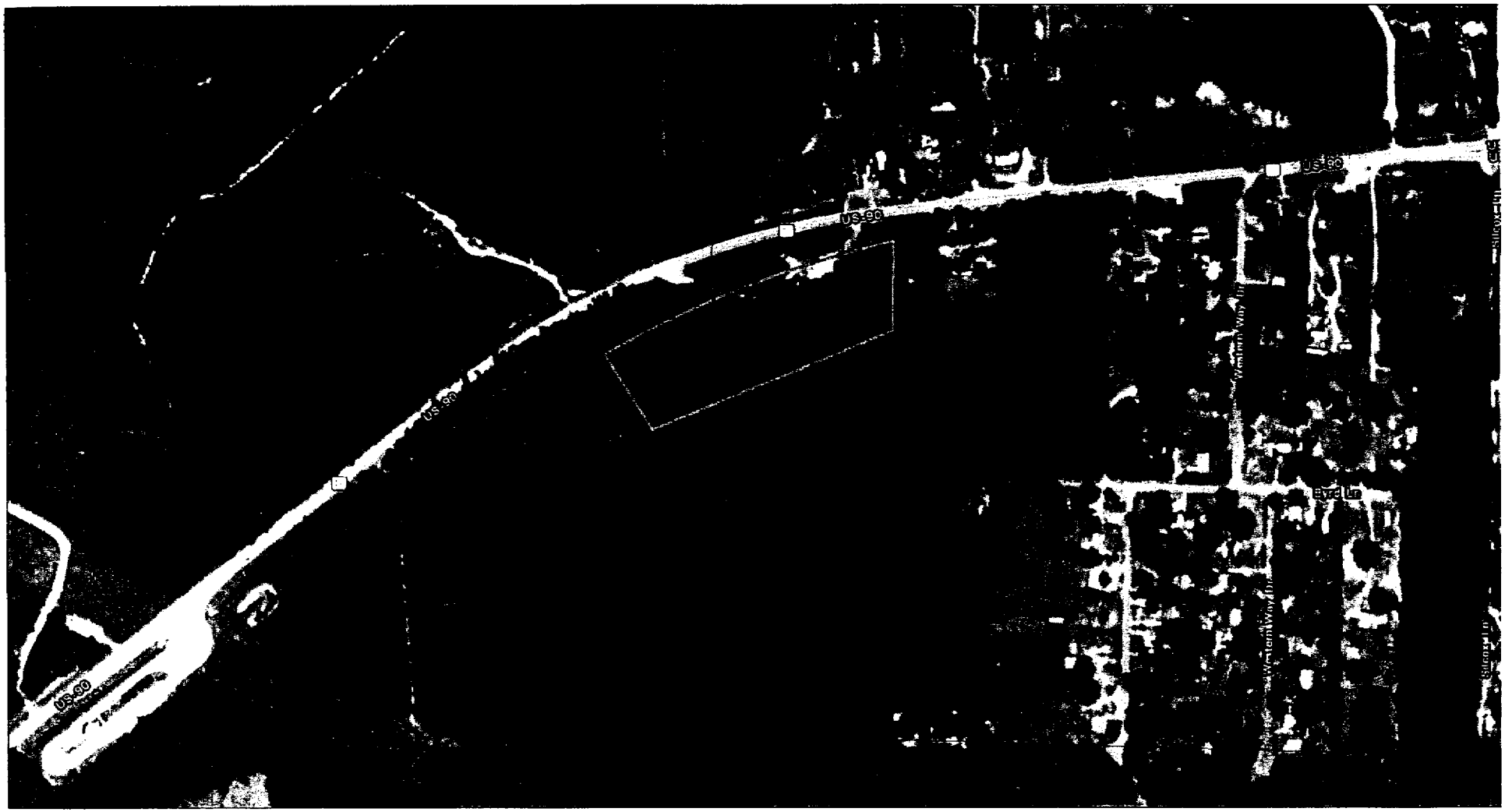
RCC Approved 03-02-2017

Exhibit A

A parcel of land situate, lying and being in the E1/2 of E1/2 of NW1/4 and the W1/2 of W1/2 of NE1/4 of Section 11, Township 1 South, Range 32 West, described as follows:
Begin at the intersection of the East line of the NW1/4 of said Section 11 with the Southerly right of way line of State Road 10; said point being 1224.50 feet South of the Northeast corner of NW1/4 of said Section 11 and on the arc of a curve, concave to the Southeasterly, having a radius of 2732.93 feet; thence run Southwesterly 400.00 feet along the arc of said curve, through a central angle of 8°23'12"; thence South 30°41'24" East 300.00 feet; thence North 68°56'36" East 870.52 feet; thence North 2°10'36" East 300.00 feet to said southerly right of way line of State Road 10; thence Southwesterly 644.95 feet along the arc of aforementioned curve, through a central angle of 13°31'21" to the Point of Beginning; containing 6.52 acres, more or less.

BSM APPROVED
BY
DATE February 6, 2017

DM ID 335209



December 14, 2016

State Land Records (BTLDSR)

1:4,514

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

FDEP
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BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

QUITCLAIM DEED

Quitclaim Deed Number 33065

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is by Section 253.03, Florida Statutes, authorized and empowered to convey certain lands under the terms and conditions set forth herein; and,

WHEREAS, said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA did approve this transfer on the 14th day of July, 2017.

NOW, THEREFORE, the undersigned BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as "GRANTOR", under authority of Section 253.03, Florida Statutes, for and in consideration of the sum of ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS ($105,000.00) and other good and valuable consideration, to it in hand paid by DANIELLE HOFFMANN, whose address is 11500 Mobile Highway, Pensacola , Florida 32526, as "GRANTEE", has remised, released, conveyed and quitclaimed, and by these presents does remise, release, convey and quitclaim unto GRANTEE, his heirs, successors and assigns forever, all the right, title, interest, claim and demand which GRANTOR may have in and to the following described lands in Escambia County, Florida, to-wit:

SEE EXHIBIT "A"

SAVING AND RESERVING unto GRANTOR and its successors, pursuant to Section 270.11(1), Florida Statutes, an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or

under the said land with the privilege to mine and develop the same.

TO HAVE AND TO HOLD the above-described lands subject to all outstanding easements, reservations and other interests.

IN TESTIMONY WHEREOF, the members of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA have hereunto subscribed their names and have caused the official seal of said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA to be hereunto affixed in the City of Tallahassee, Florida, on this 5th day of October, A.D. 2017.

(SEAL)
BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE
OF FLORIDA

Rick Scott
Governor

PAMELA JO BONDI
ATTORNEY GENERAL

APPROVED AS TO FORM AND
LEGALITY

By: _____
DEP Attorney

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

As and Constituting the BOARD
OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

This instrument prepared by:
Jim Leftheris, Government Operations Consultant III
Department of Environmental Protection
Bureau of Real Estate Services
Division of State Lands
3900 Commonwealth Blvd., MS 115
Tallahassee, Florida 32399-3000

EXHIBIT "A"

A parcel of land situate, lying and being in the E 1/2 of E 1/2 of NW 1/4 and the W 1/2 of W 1/2 of NE ¼ of Section 11, Township 1 South, Range 32 West, Escambia County, Florida, described as follows: Begin at the intersection of the East line of NW ¼ of said Section 11 with the Southerly right of way line of State Road 10; said point being 1224.50 feet South of the Northeast corner of the NW ¼ of said Section 11 and on the arc of a curve, concave to the Southeasterly, having a radius of 2732.93 feet; thence run Southwesterly 400.00 feet along the arc of said curve, through a central angle of 8°23'12"; thence South 30°41'24" East 300.00 feet; thence North 68°56'36" East 870.52 feet; thence North 2°10'36" East 300.00 feet to said southerly right of way line of State Road 10; thence Southwesterly 644.95 feet along the arc of aforementioned curve, through a central angle of 13°31'21" to the POINT OF BEGINNING.

BSM
BY SK
Date: 2.22.2017

I.D. # 31284

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Surplus and Sale of Real Property located on Innerarity Island

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner May absent, taking the following action concerning the surplus and sale of 21 County-owned parcels of real property located on Innerarity Island:

A. Declaring surplus 21 parcels of the Board's real property located on Innerarity Island, as listed below:

Parcel Reference #	Address	Minimum Bid
15-3S-32-2001-003-004	16795 INNERARITY POINT ROAD	$60,000
15-3S-32-2001-004-004	16797 INNERARITY POINT ROAD	$58,000
15-3S-32-2001-009-004	5305 NORTH SHORE ROAD	$58,000
15-3S-32-2001-008-004	5307 NORTH SHORE ROAD	$58,000
15-3S-32-2001-007-004	5309 NORTH SHORE ROAD	$58,000
15-3S-32-2001-001-007	5426 NORTH SHORE ROAD	$70,000
15-3S-32-2001-020-008	5931 RED CEDAR STREET	$80,000
15-3S-32-2001-021-008	5941 RED CEDAR STREET	$80,000
15-3S-32-2001-022-008	5951 RED CEDAR STREET	$80,000
15-3S-32-2001-017-005	5980 RED CEDAR STREET	$315,000
15-3S-32-2001-018-005	5990 RED CEDAR STREET	$330,000
15-3S-32-2001-017-008	RED CEDAR STREET	$40,000
15-3S-32-2003-012-003	16402 NORTH SHORE COURT	$30,000
15-3S-32-2003-006-003	16411 NORTH SHORE COURT	$30,000
15-3S-32-2003-008-006	16502 NORTH SHORE LANE	$30,000
15-3S-32-2003-009-006	16504 NORTH SHORE LANE	$30,000

(Continued on Page 60)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

A. Continued…

Parcel Reference #	Address	Minimum Bid
15-3S-32-2003-003-005	16505 NORTH SHORE LANE	$30,000
15-3S-32-2003-010-006	16506 NORTH SHORE LANE	$30,000
15-3S-32-2003-004-005	16507 NORTH SHORE LANE	$30,000
15-3S-32-2003-002-006	16605 NORTH SHORE COVE	$30,000
15-3S-32-2006-008-009	16651 SEASCAPE STREET	$25,000

POTENTIAL REVENUE: $1,552,000

B. Authorizing an appraisal be performed on the following six lots to determine the current market value for comparison purposes:

Parcel Reference #	Address
15-3S-32-2001-008-004	5307 NORTH SHORE ROAD
15-3S-32-2001-001-007	5426 NORTH SHORE ROAD
15-3S-32-2001-017-005	5980 RED CEDAR STREET
15-3S-32-2001-018-005	5990 RED CEDAR STREET
15-3S-32-2003-008-006	16502 NORTH SHORE LANE
15-3S-32-2006-008-009	16651 SEASCAPE STREET

C. Authorizing the sale of these properties to the bidder with the highest offer received at or above the minimum bid amounts listed above, or as adjusted based on the appraisals to be performed;

D. Authorizing staff to use an online real estate auction company to market and sell these properties; and

(Continued on Page 61)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

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

Speaker(s):

Gary Sansing

III. FOR DISCUSSION

1. Funding Request

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried 4-0, with Commissioner May absent, approving the request for $3,000, to be funded from the 4th Cent Tourist Development Tax, for the Barrineau Park Fall Festival, and approving the Purchase Order for this purpose (Funding: Fund 108, 4th Cent Tourist Development Tax, Cost Center 360105, Object Code 58201).

ESCAMBIA COUNTY

INTER-OFFICE MEMORANDUM

TO: Liz Carew, Deputy Clerk to the Board

FROM: Beth Larrieu, Administrative Assistant to
Stephen G. West, Senior Assistant County Attorney

DATE: May 3, 2018

RE: Sale of Surplus Properties; 16504, 16506 and 16507 North Shore Lane to Robert and Laurie Santana
BCC Approved: 5/4/2017

The real property closings for the County's sale of properties as listed above have been completed. Attached are the below listed documents for filing with the Board records.

16504 North Shore Lane

1. Copy of deed from the County to Robert and Laurie Santana recorded in OR Book 7894 at page 1283.
2. Original Settlement Statement.
3. Original Satisfaction of Conditions Precedent to Closing.
4. Original Agreement for Sale and Purchase.

16506 North Shore Lane

1. Copy of deed from the County to Robert and Laurie Santana recorded in OR Book 7894 at page 1287.
2. Original Settlement Statement.
3. Original Satisfaction of Conditions Precedent to Closing.
4. Original Agreement for Sale and Purchase.

16507 North Shore Lane

1. Copy of deed from the County to Robert and Laurie Santana recorded in OR Book 7894 at page 1285.
2. Original Settlement Statement.
3. Original Satisfaction of Conditions Precedent to Closing.
4. Original Agreement for Sale and Purchase.

If you have any questions, do not hesitate to give me a call.

/el
Attachments

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018034300 5/3/2018 2:04 PM
OFF REC BK: 7894 PG: 1283 Doc Type: D
Recording $18.50 Deed Stamps $210.00

This document was prepared by:
Stephen G. West, Senior Assistant County Attorr
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 3rd day of May, 2018, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Robert Santana and Laurie Santana, husband and wife, whose address is 4250 SW 108 Avenue, Miami, FL 33165 (Grantees).

WITNESSETH, that Grantor, for and in consideration of the sum of Thirty Thousand Dollars ($30,000.00), and other good and valuable consideration in hand paid by Grantees, the receipt of which is acknowledged, conveys to Grantees and Grantees' heirs, executors, administrators, successors and assigns forever, the following land in Escambia County, Florida, more particularly described as follows:

> Lot 9, Block F, First Addition to North Shore, a subdivision of a portion of the west half of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, according to Plat recorded in Plat Book 9 at page 89 of the public records of said County.
>
> Property Reference Number: 15-3S-32-2003-009-006

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Jeff Bergosh, Chairman

Date Executed
5/3/2018

BCC Approved: 05/04/2017

Settlement Statement

BUYERS:	Robert Santana and Laurie Santana
SELLER:	Escambia County, Florida
PROPERTY:	Acct. No. 10-4462-516; 16504 North Shore Lane
DATE:	May 3, 2018

CLOSING EXPENSES

	Paid from BUYERS' Funds at Settlement	Paid from SELLER'S Funds at Settlement
Recording Fees:		
Deed (2 pages)	$ 18.50	$ -
Documentary Stamp Tax:		
Deed (.70 per $100)	$ 210.00	$ -
Title Insurance	POC	N/A
Seller's Attorney Fees	$ 230.00	**$ -**
TOTAL CLOSING EXPENSES:	$ 458.50	$ -
Purchase Price	$ 30,000.00	
Less Bid Deposit	$ 3,000.00	
Purchase Price due from Buyers	$ 27,000.00	
Road Maintenance Surcharge	$ 183.70	
TOTAL AMOUNT TO CLOSE	**$ 27,642.20**	**$ -**

THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYERS.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA, by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

Date Executed
5/3/2018

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

BCC Approved: 05/04/2017

BUYERS:

Witness

Print Name

Witness

Print Name

Robert Santana

Witness

Print Name

Witness

Print Name

Laurie Santana

DISBURSEMENTS

Amounts Received from:

Buyers:	$	27,642.20
Seller:	$	-
Total Received:	**$**	**27,642.20**

Amounts Disbursed to:

Pam Childers, Clerk of Court (Doc Stamps & Recording Fees)	$	228.50
Escambia County, Florida (Purchase Price & Seller's Attorney Fees)	$	27,413.70
Total Disbursed:	**$**	**27,642.20**

Stephen G. West, Senior Assistant County Attorney

SATISFACTION OF CONDITIONS
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Agreement for Sale and Purchase have been satisfied or waived.

Executed by **Seller** on the 3rd day of May, 2018.

SELLER:
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: 05/04/2017

Executed by **Buyers** on the 3rd day of May, 2018.

BUYERS:

Witness Peyton Cook
Print Name Peyton Cook

Witness
Print Name

By: Robert Santana

Witness Peyton Cook
Print Name Peyton Cook

Witness
Print Name

By: Laurie Santana

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this 24 day of March, 2018, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Robert Santana and Laurie Santana, whose address is 4250 SW 108 Ave, Miami, FL 33165 (Buyers).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below;

> Lot 9, Block F, First Addition to North Shore, a subdivision of a portion of the west half of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, according to Plat recorded in Plat Book 9 at page 89 of the public records of said County.
>
> Property Reference Number: 15-3S-32-2003-009-006.

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on May 4, 2017, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyers now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyers, and Buyers agree to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.

2. Purchase Price and Method of Payment. The purchase price for the Property is Thirty Thousand Dollars ($30,000.00) and must be paid by certified or official check at closing.

3. Evidence of Title. Seller shall transfer and convey to Buyers fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyers may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyers except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyers with a title insurance commitment.

If Buyers determine title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyers shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyers in writing prior to closing. Buyers and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyers may waive Title Defects and proceed with closing; or Buyers and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyers agree that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyers.

4. Survey. Buyers may obtain a survey of the Property prior to closing at Buyers' expense. Buyers must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyers must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyers shall notify Seller in writing if Buyers are unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyers to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyers at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyers represent that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyers will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse

matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyers' inspections and investigations. Seller sells and conveys to Buyers and Buyers accept the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyers by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyers must provide notice to Seller and coordinate with Seller's designee. Buyers must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyers, and its agents and consultants, have the right to enter upon the Property and undertake at Buyers' expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyers consider necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyers shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyers that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyers, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyers of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyers title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable

governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyers accept title as it exists on the day title is transferred from Seller to Buyers unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyers as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyers shall pay the following costs and expenses:

SELLER	BUYERS
_____	__X__ Deed Documentary Stamps
_____	__X__ Survey, if any
_____	__X__ Recording (Deed)
_____	__X__ County Attorney's Fees (Document Preparation)
_____	__X__ Title Insurance, if any
_____	__X__ Structural and Environmental Inspections, if any
_____	__X__ Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyers are responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyers at

closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyers' proposed construction on, or development of, the Property will be paid solely by Buyers.

14. Conditions Precedent to Closing. The obligation of Buyers to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyers in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyers in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyers will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyers.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyers' purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyers' sole opinion and in Buyers' sole discretion, acceptable to Buyers.

If one or more of the above requirements precedent to Buyers' obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyers or by the terms of this Agreement on or before the closing date for any reason, then Buyers are entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyers without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyers and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyers acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which

time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyers at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYERS:
Robert Santana
Laurie Santana
4250 SW 108 Ave
Miami, FL 33165

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyers should not rely on the Seller's current property taxes as the amount of property taxes that the Buyers may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyers have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

SEAL

Jeff Bergosh, Chairman

Date Executed

4.5.2018

BCC Approved: 05/04/2017

BUYERS:

Witness _____
Print Name Thyrone Troccoli

Robert Santana

Witness _____
Print Name Rafael Zabaleta

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 24 day of March, 2018, by Robert Santana. He (✓) is personally known to me, or (_) has produced current _____ as identification.

Jennie T. Bocanegra
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG038000
Expires 10/12/2020

Signature of Notary Public

Jennie T. Bocanegra

Printed Name of Notary Public

(Notary Seal)

Witness _____
Print Name Thyrone Troccolis

Witness _____
Print Name Rafael Zabaleta

Laurie Santana

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 24th day of March, 2018, by Laurie Santana. She (✓) is personally known to me, or (_) has produced current _____ as identification.

Jennie T. Bocanegra
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG038000
Expires 10/12/2020

Signature of Notary Public

Jennie T. Bocanegra
Printed Name of Notary Public

(Notary Seal)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018034302 5/3/2018 2:04 PM
OFF REC BK: 7894 PG: 1287 Doc Type: D
Recording $18.50 Deed Stamps $210.00

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 3rd day of May, 2018, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Robert Santana and Laurie Santana, husband and wife, whose address is 4250 SW 108 Avenue, Miami, FL 33165 (Grantees).

WITNESSETH, that Grantor, for and in consideration of the sum of Thirty Thousand Dollars ($30,000.00), and other good and valuable consideration in hand paid by Grantees, the receipt of which is acknowledged, conveys to Grantees and Grantees' heirs, executors, administrators, successors and assigns forever, the following land in Escambia County, Florida, more particularly described as follows:

> Lot 10, Block F, First Addition to North Shore, a subdivision of a portion of the west half of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, according to Plat recorded in Plat Book 9 at page 89 of the public records of said County.
>
> Property Reference Number: 15-3S-32-2003-010-006

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Jeff Bergosh, Chairman

Date Executed
5/3/2018

BCC Approved: 05/04/2017

Settlement Statement

BUYERS: Robert Santana and Laurie Santana
SELLER: Escambia County, Florida
PROPERTY: Acct. No. 10-4462-518; 16506 North Shore Lane
DATE: May 3, 2018

CLOSING EXPENSES

	Paid from BUYERS' Funds at Settlement	Paid from SELLER'S Funds at Settlement
Recording Fees: Deed (2 pages)	$ 18.50	$ -
Documentary Stamp Tax: Deed (.70 per $100)	$ 210.00	$ -
Title Insurance	POC	N/A
Seller's Attorney Fees	$ 230.00	$ -
TOTAL CLOSING EXPENSES:	$ 458.50	$ -
Purchase Price	$ 30,000.00	
Less Bid Deposit	$ 3,000.00	
Purchase Price due from Buyers	$ 27,000.00	
Road Maintenance Surcharge	$ 183.70	
TOTAL AMOUNT TO CLOSE	**$ 27,642.20**	**$ -**

THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYERS.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA, by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

Date Executed
5/3/2018

ATTEST: Pam Childers
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

BCC Approved: 05/04/2017

BUYERS:

Witness

Print Name

Witness

Print Name

Robert Santana

Witness

Print Name

Witness

Print Name

Laurie Santana

DISBURSEMENTS

Amounts Received from:

Buyers:	$	27,642.20
Seller:	$	-
Total Received:	**$**	**27,642.20**

Amounts Disbursed to:

Pam Childers, Clerk of Court (Doc Stamps & Recording Fees)	$	228.50
Escambia County, Florida (Purchase Price & Seller's Attorney Fees)	$	27,413.70
Total Disbursed:	**$**	**27,642.20**

Stephen G. West, Senior Assistant County Attorney

SATISFACTION OF CONDITIONS
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Agreement for Sale and Purchase have been satisfied or waived.

Executed by **Seller** on the 3rd day of May, 2018.

SELLER:
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

BCC Approved: 05/04/2017

Executed by **Buyers** on the 3rd day of May, 2018.

BUYERS:

Witness Peyton Cook
Print Name Peyton Cook

Witness
Print Name E. A. Garrison

By: Robert Santana

Witness Peyton Cook
Print Name Peyton Cook

Witness
Print Name E. A. Garrison

By: Laurie Santana

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this 24 day of March, 2018, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Robert Santana and Laurie Santana, whose address is 4250 SW 108 Ave, Miami, FL 33165 (Buyers).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below;

> Lot 10, Block F, First Addition to North Shore, a subdivision of a portion of the west half of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, according to Plat recorded in Plat Book 9 at page 89 of the public records of said County.
>
> Property Reference Number: 15-3S-32-2003-010-006.

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on May 4, 2017, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyers now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyers, and Buyers agree to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.

2. Purchase Price and Method of Payment. The purchase price for the Property is Thirty Thousand Dollars ($30,000.00) and must be paid by certified or official check at closing.

3. Evidence of Title. Seller shall transfer and convey to Buyers fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyers may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyers except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyers with a title insurance commitment.

If Buyers determine title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyers shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyers in writing prior to closing. Buyers and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyers may waive Title Defects and proceed with closing; or Buyers and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyers agree that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyers.

4. Survey. Buyers may obtain a survey of the Property prior to closing at Buyers' expense. Buyers must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyers must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyers shall notify Seller in writing if Buyers are unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyers to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyers at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyers represent that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyers will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse

matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyers' inspections and investigations. Seller sells and conveys to Buyers and Buyers accept the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyers by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyers must provide notice to Seller and coordinate with Seller's designee. Buyers must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyers, and its agents and consultants, have the right to enter upon the Property and undertake at Buyers' expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyers consider necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyers shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyers that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyers, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyers of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyers title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable

governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyers accept title as it exists on the day title is transferred from Seller to Buyers unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyers as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyers shall pay the following costs and expenses:

SELLER	BUYERS
_____	__X__ Deed Documentary Stamps
_____	__X__ Survey, if any
_____	__X__ Recording (Deed)
_____	__X__ County Attorney's Fees (Document Preparation)
_____	__X__ Title Insurance, if any
_____	__X__ Structural and Environmental Inspections, if any
_____	__X__ Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyers are responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyers at

closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyers' proposed construction on, or development of, the Property will be paid solely by Buyers.

14. Conditions Precedent to Closing. The obligation of Buyers to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyers in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyers in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyers will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyers.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyers' purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyers' sole opinion and in Buyers' sole discretion, acceptable to Buyers.

If one or more of the above requirements precedent to Buyers' obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyers or by the terms of this Agreement on or before the closing date for any reason, then Buyers are entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyers without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyers and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyers acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which

time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyers at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYERS:
Robert Santana
Laurie Santana
4250 SW 108 Ave
Miami, FL 33165

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyers should not rely on the Seller's current property taxes as the amount of property taxes that the Buyers may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyers have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Jessica Mittle
Deputy Clerk

SEAL

Jeff Bergosh, Chairman

BCC Approved: 05/04/2017

Date Executed
4.5.18

BUYERS:

Witness _____
Print Name Ethyrone Troccolis

Robert Santana

Witness _____
Print Name Rafael Zabaleta

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 24th day of March, 2018, by Robert Santana. He (✓) is personally known to me, or (_) has produced current _____ as identification.

Jennie T. Bocanegra
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG038000
Expires 10/12/2020

Jennie T. Bocanegra
Signature of Notary Public

Jennie T. Bocanegra
Printed Name of Notary Public

(Notary Seal)

Witness _____ _____
Print Name Thyrone Troccolis Laurie Santana

Witness _____
Print Name Rafael Zabaleta

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 24th day of March, 2018, by Laurie Santana. She (✓) is personally known to me, or (_) has produced current _____ as identification.

Jennie T. Bocanegra
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG038000
Expires 10/12/2020

_____
Signature of Notary Public

Jennie T. Bocanegra
Printed Name of Notary Public

(Notary Seal)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018034301 5/3/2018 2:04 PM
OFF REC BK: 7894 PG: 1285 Doc Type: D
Recording $18.50 Deed Stamps $210.00

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 3rd day of May, 2018, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Robert Santana and Laurie Santana, husband and wife, whose address is 4250 SW 108 Avenue, Miami, FL 33165 (Grantees).

WITNESSETH, that Grantor, for and in consideration of the sum of Thirty Thousand Dollars ($30,000.00), and other good and valuable consideration in hand paid by Grantees, the receipt of which is acknowledged, conveys to Grantees and Grantees' heirs, executors, administrators, successors and assigns forever, the following land in Escambia County, Florida, more particularly described as follows:

> Lot 4, Block E, First Addition to North Shore, a subdivision of a portion of the west half of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, according to Plat recorded in Plat Book 9 at page 89 of the public records of said County.
>
> Property Reference Number: 15-3S-32-2003-004-005

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Jeff Bergosh, Chairman

Deputy Clerk

Date Executed
5/3/2018

BCC Approved: 05/04/2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO FL

Settlement Statement

BUYERS: Robert Santana and Laurie Santana
SELLER: Escambia County, Florida
PROPERTY: Acct. No. 10-4462-416; 16507 North Shore Lane
DATE: May 3, 2018

CLOSING EXPENSES

	Paid from BUYERS' Funds at Settlement	Paid from SELLER'S Funds at Settlement
Recording Fees:		
Deed (2 pages)	$ 18.50	$ -
Documentary Stamp Tax:		
Deed (.70 per $100)	$ 210.00	$ -
Title Insurance	POC	N/A
Seller's Attorney Fees	$ 230.00	**$ -**
TOTAL CLOSING EXPENSES:	$ 458.50	$ -
Purchase Price	$ 30,000.00	
Less Bid Deposit	$ 3,000.00	
Purchase Price due from Buyers	$ 27,000.00	
Road Maintenance Surcharge	$ 183.70	
TOTAL AMOUNT TO CLOSE	**$ 27,642.20**	**$ -**

THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYERS.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA, by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

Date Executed
5/3/2018

ATTEST: Pam Childers
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

BCC Approved: 05/04/2017

BUYERS:

Witness

Print Name

Witness

Print Name

Robert Santana

Witness

Print Name

Witness

Print Name

Laurie Santana

DISBURSEMENTS

Amounts Received from:

Buyers:	$	27,642.20
Seller:	$	-
Total Received:	**$**	**27,642.20**

Amounts Disbursed to:

Pam Childers, Clerk of Court (Doc Stamps & Recording Fees)	$	228.50
Escambia County, Florida (Purchase Price & Seller's Attorney Fees)	$	27,413.70
Total Disbursed:	**$**	**27,642.20**

Stephen G. West, Senior Assistant County Attorney

SATISFACTION OF CONDITIONS
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Agreement for Sale and Purchase have been satisfied or waived.

Executed by **Seller** on the 3RD day of May, 2018.

SELLER:
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: 05/04/2017

Executed by **Buyers** on the 3rd day of May, 2018.

BUYERS:

Witness
Print Name Peyton Cook

Witness
Print Name E. A Lawren

By: Robert Santana

Witness
Print Name Peyton Cook

Witness
Print Name E. A. Lawren

By: Laurie Santana

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this 24 day of March, 2018, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Robert Santana and Laurie Santana, whose address is 4250 SW 108 Ave, Miami, FL 33165 (Buyers).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below;

> Lot 4, Block E, First Addition to North Shore, a subdivision of a portion of the west half of Section 15, Township 3 South, Range 32 West, Escambia County, Florida, according to Plat recorded in Plat Book 9 at page 89 of the public records of said County.
>
> Property Reference Number: 15-3S-32-2003-004-005.

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on May 4, 2017, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyers now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyers, and Buyers agree to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.

2. Purchase Price and Method of Payment. The purchase price for the Property is Thirty Thousand Dollars ($30,000.00) and must be paid by certified or official check at closing.

3. Evidence of Title. Seller shall transfer and convey to Buyers fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyers may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyers except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyers with a title insurance commitment.

If Buyers determine title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyers shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyers in writing prior to closing. Buyers and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyers may waive Title Defects and proceed with closing; or Buyers and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyers agree that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyers.

4. Survey. Buyers may obtain a survey of the Property prior to closing at Buyers' expense. Buyers must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyers must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyers shall notify Seller in writing if Buyers are unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyers to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyers at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyers represent that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyers will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse

matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyers' inspections and investigations. Seller sells and conveys to Buyers and Buyers accept the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyers by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyers must provide notice to Seller and coordinate with Seller's designee. Buyers must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyers, and its agents and consultants, have the right to enter upon the Property and undertake at Buyers' expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyers consider necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyers shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyers that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyers, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyers of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyers title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable

governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyers accept title as it exists on the day title is transferred from Seller to Buyers unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyers as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyers shall pay the following costs and expenses:

SELLER	BUYERS	
_____	__X__	Deed Documentary Stamps
_____	__X__	Survey, if any
_____	__X__	Recording (Deed)
_____	__X__	County Attorney's Fees (Document Preparation)
_____	__X__	Title Insurance, if any
_____	__X__	Structural and Environmental Inspections, if any
_____	__X__	Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyers are responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyers at

closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyers' proposed construction on, or development of, the Property will be paid solely by Buyers.

14. Conditions Precedent to Closing. The obligation of Buyers to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyers in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyers in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyers will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyers.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyers' purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyers' sole opinion and in Buyers' sole discretion, acceptable to Buyers.

If one or more of the above requirements precedent to Buyers' obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyers or by the terms of this Agreement on or before the closing date for any reason, then Buyers are entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyers without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyers and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyers acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which

time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyers at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYERS:
Robert Santana
Laurie Santana
4250 SW 108 Ave
Miami, FL 33165

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyers should not rely on the Seller's current property taxes as the amount of property taxes that the Buyers may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyers have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Jessica Mittle
Deputy Clerk

SEAL

BCC Approved: 05/04/2017

Jeff Bergosh, Chairman

Date Executed
4.5.18

BUYERS:

Witness _____
Print Name Thyrone Troccolis

Witness _____
Print Name Rafael Zabaleta

Robert Santana

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 24th day of March, 2018, by Robert Santana. He (✓) is personally known to me, or (_) has produced current _____ as identification.

Jennie T. Bocanegra
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG038600
Expires 10/12/2020

Signature of Notary Public

Jennie T. Bocanegra
Printed Name of Notary Public

(Notary Seal)

Witness _____ _____
Print Name Thyrone Troccolis Laurie Santana

Witness _____
Print Name Rafael Zabaleta

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 24th day of March, 2018, by Laurie Santana. She (✓) is personally known to me, or (_) has produced current _____ as identification.

Jennie T. Bocanegra
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG038000
Expires 10/12/2020

_____
Signature of Notary Public

Jennie T. Bocanegra
Printed Name of Notary Public

(Notary Seal)

AI-14161 **Clerk & Comptroller's Report 14. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 05/17/2018
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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 3, 2018; and

B. Approve the Minutes of the Regular Board Meeting held May 3, 2018.

Attachments

20180503 Agenda Work Session
20180503 Regular BCC Meeting

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MAY 3, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:03 a.m. – 11:28 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
Charles Peppler, Deputy 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

1. FOR INFORMATION: The agenda for the May 3, 2018, Regular Board Meeting, was reviewed as follows:

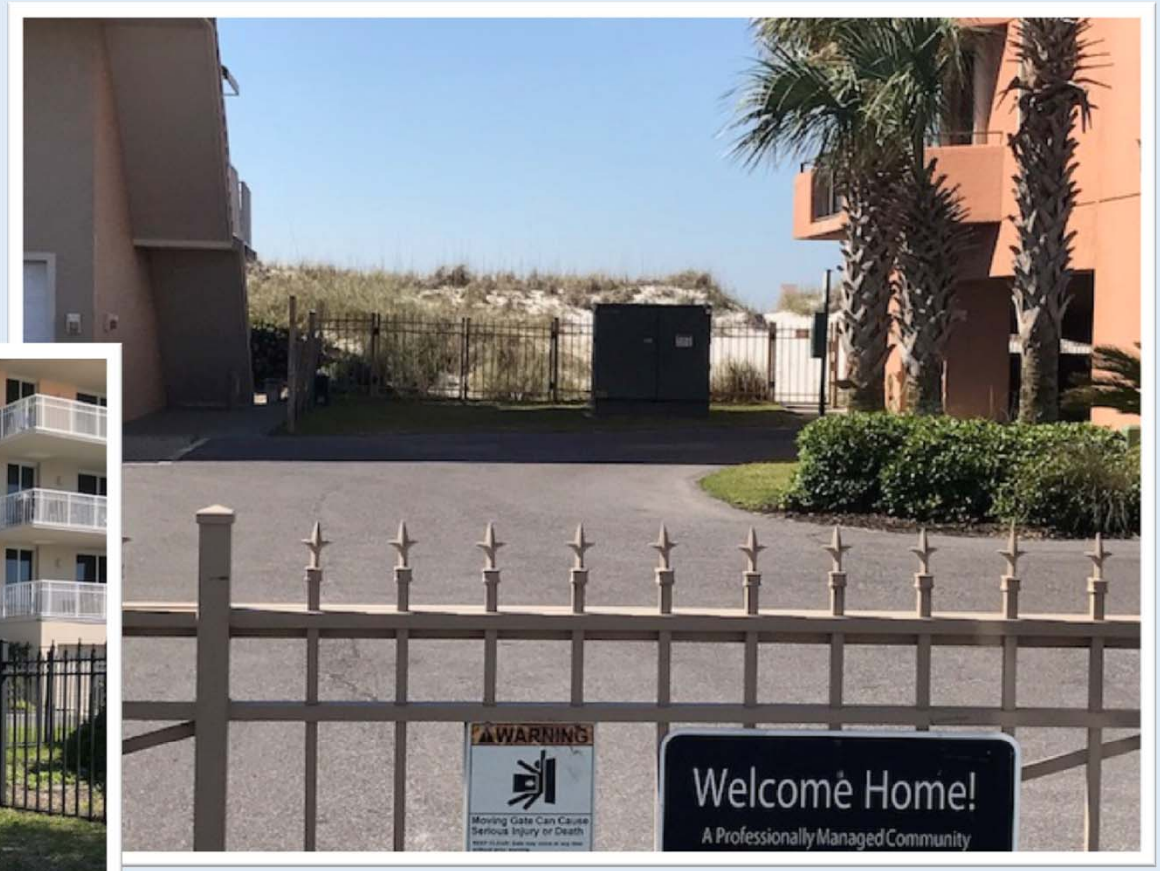
   A. Chairman Bergosh and Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda, and Charlie Peppler, Deputy County Attorney, reviewed the written communication items;

   B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;

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

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report; and

   E. Charlie Peppler, Deputy County Attorney, reviewed the County Attorney's Report, and Commissioner Robinson made a presentation regarding CAT II-1.


WARNING
Moving Gate Can Cause Serious Injury or Death
Welcome Home!
A Professionally Managed Community

NO
TRESPASSING

PRIVATE
PROPERTY
NO TRESPASSING

MINUTES OF THE PUBLIC FORUM WORK SESSION AND REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD MAY 3, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:31 p.m. – 9:54 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
Jack R. Brown, County Administrator
Charles Peppler, Deputy 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

PUBLIC FORUM WORK SESSION

Chairman Bergosh called the Public Forum Work Session to order at 4:31 p.m.

1. FOR INFORMATION: The Board heard comments from the following individuals regarding the County's proposed retirement buyout plan for senior Escambia County Area Transit employees:

   Willie Carter
   Alice Stanberry
   Arlene Wires
   Tiffany Pate

2. FOR INFORMATION: The Board heard comments from Bill Fetke regarding the passing of Bill Ramsey and Warren Jernigan, and Project Universal Access.

PUBLIC FORUM WORK SESSION – Continued

3. FOR INFORMATION: The Board heard comments from Gloria Horning regarding stormwater runoff, which is releasing pollutants in the Gulf, and a request that the Board change the use of plastic in the building.

4. FOR INFORMATION: The Board heard comments from the following individuals requesting that the Board place a referendum on the August 2018 ballot concerning privatization of the land on Pensacola Beach:

   James Scaminaci
   Lorrie Newman
   Dianne Krumel
   Anita Feliciano
   William Brancati
   Lilly Eubanks
   Angie Dement

5. FOR INFORMATION: The Board heard comments from the following individuals regarding what they feel is a pay disparity between Escambia County Area Transit and County maintenance technicians:

   Steven Livings
   Tom Lunsford

6. FOR INFORMATION: The Board heard comments from Dave Glassman regarding America's Heroes Enjoying Recreation Outdoors (AHERO).

7. FOR INFORMATION: The Board heard comments from Melissa Pino regarding the Pensacola Beach Congestion Plan.

PUBLIC FORUM WORK SESSION – Continued

8. FOR INFORMATION: The Board heard comments from Michael Bearden regarding an alternative use of plastic, the Board's discretionary fund, and a rezoning request from the Hawkins family.

9. FOR INFORMATION: The Board heard comments from Larry Downs, Jr., requesting that the County provide written notices to every citizen for every Ordinance that impacts every citizen of Escambia County and stop purchasing property.

5:43 P.M. – PUBLIC FORUM ADJOURNED
6:03 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 6:03 p.m.

2. Invocation

   The Board observed a moment of silence for Kyle Harrison, Dana McCormick, and Warren Jernigan.

3. Pledge of Allegiance to the Flag

   Commissioner Barry led the Pledge of Allegiance to the Flag.

4. Adoption of the Agenda

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

REGULAR BCC AGENDA – Continued

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill commented on "National Prayer Day" and the ground breaking ceremony for Innerarity Point Park;

   B. District 4 – Commissioner Robinson offered condolences for the family of Warren Jernigan and expressed appreciation to staff who were involved in the public meetings held regarding the Pensacola Beach Congestion Management Plan;

   C. District 5 – Commissioner Barry expressed appreciation to Congressman Matt Gaetz for being able to attend two meetings Congressman Gaetz held in Escambia County;

   D. District 3 – Commissioner May expressed appreciation to those who participated and attended a Town Hall Meeting in District 3; offered support to recognize Warren Jernigan, Frank Cherry, and Gary Sansing; offered condolences to the families of Victor Johnson and James Williamson; and thanked those who have helped Audrey Washington during a time of need; and

   D. District 1 – Commissioner Bergosh offered condolences to the families of Kyle Harrison and Dana McCormick and recognized the Humane Society for their accomplishments with their mobile adoption unit.

6. Presentation

   Commissioner Underhill presented a plaque to Merrick VanLandingham for his service as Commissioner Underhill's appointee on the Escambia Marine Advisory Committee from October 2011 through June 16, 2017.

   Speaker(s):

   Merrick VanLandingham

REGULAR BCC AGENDA – Continued

7. Proclamations

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

A. Adopting 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. Adopting 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. Adopting 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. Adopting 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.

Speaker(s):

Pastor Freddie Tellis

REGULAR BCC AGENDA – Continued

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

Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-1, with Commissioner Underhill voting "no," approving to waive half of the fines and collect the hard costs.

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

Motion made by Commissioner May, seconded by Commissioner Robinson, and carried 4-1, with Commissioner Underhill voting "no," approving to refund $14,500 and an additional $1,300, with "all the documents and receipts be signed over to the County and shown where the money was paid for," and have Mr. Welcome and his wife execute a quit claim deed and general release to the County in exchange for the payment.

For Information: Mr. Welcome requested reimbursement for a survey he had conducted on the property and a fence he had built.

Speaker(s):

Brittany Bailey
Mike Kilmer
James Welcome

REGULAR BCC AGENDA – Continued

9. Proof of Publication

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, 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*, as follows:

A. The following five Public Hearings on the agenda:

(1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on April 18, 2018, for consideration of the vacation of a portion of unimproved right-of-way Known as Grotto Avenue, as petitioned by George D. Powers;

(2) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 16, 2018, for consideration of adopting an Ordinance amending the Official Zoning Map;

(3) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 16, 2018, for consideration of adopting an Ordinance amending LDC Chapter 4, regarding shipping containers;

(4) The 5:47 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 16, 2018, for consideration of adopting an Ordinance amending the Design Standards Manual, Chapter 1, and LDC Chapter 6; and

(5) The 5:48 p.m. Public Hearing, advertised in the *Pensacola News Journal* on March 21, 2018, for consideration of adopting an Ordinance amending LDC Chapter 3 to address industrial uses which are Zoned HC/LI and located within the Mixed-Use Suburban Future Land Use Category; and

B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule April 30-May 4, 2018,* as published in the *Pensacola News Journal* on April 28, 2017.

REGULAR BCC AGENDA – Continued

10. 5:31 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, approving to continue to May 17, 2018, at 5:36 p.m., the Public Hearing for consideration of a Petition to Vacate a portion of unimproved right-of-way known as Grotto Avenue.

Speaker(s):

Michelle McAndrews
Terry Brooks Corcoran
Tia Morris
William Yonke
Mark McMann

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

I. CONSENT AGENDA

1-4. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried 4-0, with Commissioner May temporarily out of Board Chambers, approving Consent Agenda Items 1 through 4, as follows:

1. Accepting, 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%.

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

2. Accepting, for filing with the Board's Minutes, the Tourist Development Tax 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. Accepting the revised Escambia County Investment Policy.

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

   A. Approving the Minutes of the Attorney-Client Session held April 12, 2018;

   B. Accepting, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held April 12, 2018, as follows:

      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.

(Continued on Page 10)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

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;

(Continued on Page 11)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(1) Continued…

(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 12)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

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)

(Continued on Page 13)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

AGENDA NUMBER – Continued

3. Continued…

A. Continued…

(1) Continued…

(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.

(Continued on Page 14)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

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

(Continued on Page 15)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

AGENDA NUMBER – Continued

4. Continued…

B. Board Direction – None.

Speaker(s):

Dr. Kwame Owusu-Daaku

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;

(Continued on Page 16)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

AGENDA NUMBER – Continued

5. Continued…

A. Continued…

(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.

(Continued on Page 17)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

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.

(Continued on Page 18)

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

AGENDA NUMBER – Continued

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)

(Continued on Page 19)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – 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

(Continued on Page 20)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

AGENDA NUMBER – Continued

10. Continued…

A. Continued…

(1) Continued…

(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
  - 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 21)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

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?; and

(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

(Continued on Page 22)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

AGENDA NUMBER – Continued

10. Continued…

B. Board Direction – None.

(COMMISSIONER UNDERHILL WAS ABSENT DURING DISCUSSION OF THIS ITEM)

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;

(Continued on Page 23)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

AGENDA NUMBER – Continued

11. Continued…

A. Continued…

(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)

(Continued on Page 24)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

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

(Continued on Page 25)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Continued…

B. Report of the April 12, 2018, C/W Report – Continued

AGENDA NUMBER – Continued

12. Continued…

A. Continued…

(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.

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

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

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

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

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

I. PUBLIC HEARINGS

1. Rezoning Case Z-2018-03

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried 4-0, with Commissioner May temporarily out of Board Chambers, taking the following action concerning Rezoning Case Z-2018-03 heard by the Planning Board (PB) on April 3, 2018:

A. Adopting the Planning Board's recommendation for Rezoning Case Z-2018-03; and

B. Authorizing the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

Case Number:	Z-2018-03
Address:	6 East Hood Drive
Property Reference Number:	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
PB Recommendation:	Approval

Speaker(s) – None.

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

2. 5:45 p.m. Public Hearing

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, adopting an Ordinance [Number 2018-20] to amend the Official Zoning Map to include the Rezoning Case [Z-2018-03] 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.

Speaker(s) – None.

3. 5:46 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, approving to send [the Ordinance] back to the Planning Board "and ask that they look at how they deal with this in allowing it more in those heavy commercial areas, but in residential areas it's inconsistent," relative to the recommendation that the Board review and adopt an Ordinance amending Escambia County Land Development Code Chapter 4 to allow alternative uses of standard industrial shipping containers.

Speaker(s):

Joe Langton
Michael Bearden
Larry Downs, Jr.
Jacqueline Rogers
Theresa Blackwell

4. 5:47 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, canceling the 5:47 p.m. Public Hearing scheduled to review and adopt an Ordinance amending the Design Standards Manual, Chapter 1, Article 2, Transportation, and the Escambia County Land Development Code, Chapter 6, Definitions.

Speaker(s) – None.

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

5. 5:48 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, canceling the 5:48 p.m. Public Hearing scheduled to review an Ordinance amending the Escambia County 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 (MU-S) Future Land Use (FLU) category.

Speaker(s):

Jacqueline Rogers

II. ACTION ITEM

1. 2016/2017 Comprehensive Plan Implementation Annual Report

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, approving the Comprehensive Plan Implementation Annual Report 2016/2017.

III. CONSENT AGENDA

1. Scheduling of Public Hearings

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, authorizing the scheduling of the following Public Hearings:

A. May 17, 2018, 5:45 p.m. 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*); and

(Continued on Page 29)

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA – Continued

1. Continued…

B. June 7, 2018:

(1) 5:45 p.m. 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 Number:	Z-2018-04
Address:	1529 Ora Drive and Behind 1529 Ora Drive
Property Reference Numbers:	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 districts (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 Number:	Z-2018-05
Address:	5900 W Nine Mile Road
Property Reference Number:	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

(Continued on Page 30)

GROWTH MANAGEMENT REPORT – Continued

III. CONSENT AGENDA – Continued

1. Continued…

B. Continued…

(1) Continued…

(c)

Case Number:	SPZ-2018-01
Address:	6355 Mockingbird Lane
Property Reference Number:	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. - 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)*; and

(3) 5:47 p.m. 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 [Department of Economic Opportunity] recent determination in DEO Case Number 18-003)*.

Speaker(s):

Michael Bearden
Larry Downs, Jr.

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

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-10. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, approving Consent Agenda Items 1 through 10, as follows, as amended to drop Item 2:

1. Authorizing 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. 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.

3. Approving 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.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

4. Approving 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. Approving 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. Approving 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. Taking the following action the scheduling of a Public Hearing to consider the Petition to Vacate the eastern portion of Kersey Road (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):

   A. Authorizing 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. Authorizing the expenditures of funds for all costs associated with this vacation.

8. Authorizing 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.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

9. Appointing John W. Carrell to the Area Housing Commission, effective May 3, 2018, through December 17, 2019, to fill the unexpired term of Marie Young, who resigned.

   Mr. Carrell is the only resident who responded to the General Alert posted by Escambia County's Community and Media Relations Office on the County's website, from March 21, 2018, to April 4, 2018, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission.

10. Approving, and authorizing the Chairman to sign, a letter of support for the grant that 90Works is submitting to the U.S. Department of Labor, Employment and Training Administration Reentry Projects for Escambia County, Florida; 90Works is a private nonprofit organization that helps non-violent ex-offenders to become stable and self-sufficient and to integrate as productive citizens into our community; they provide life skills training to inmates to help prepare them for exiting incarceration.

II. BUDGET/FINANCE CONSENT AGENDA

1-20. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 20, as follows, with the exception of Items 5, 8, 13, and 18, which were held for separate votes, as amended to drop Item 9:

1. Taking the following action concerning the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service (Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301):

   A. Approving the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1700 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 27-17); and

   B. Authorizing the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

2. Approving, and authorizing 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. (Funding Source: Fund 001, General Fund, Cost Center 310202, Object Code 53401; and Fund 501, Internal Service, Cost Center 150112, Object Code 53401):

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

3. Approving, and authorizing the County Administrator to execute, the following Change Order to Butler Animal Health Holding Co., LLC, d/b/a 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, d/b/a 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, d/b/a 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, d/b/a Henry Schein Animal Health to assume the Bid Contract previously awarded to Merritt Veterinary Supplies, Inc.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

4. Taking the following action regarding the U.S. Department of Justice Assistance Grant Application for correctional officer bulletproof vest Funding (Match Funding: Fund 001, General Revenue, Cost Center 290401):

   A. Approving 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. Authorizing 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.

5. See Page 42.

6. Approving 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. Approving 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. See Page 43.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

9. Dropping the recommendation 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 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. Adopting the Resolution [R2018-39] 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. Adopting the Resolution [R2018-40] 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 and to appropriate these funds for design of the ferry landing at Quietwater Beach Phase II.

12. Approving, and authorizing 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. See Page 43.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

14. Taking the following action regarding the purchase of vehicles (Funding: Fund 113, Library Fund; Cost Center 110501, Operations; Object Code 59801, Reserves):

A. Authorizing 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. Authorizing 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. Authorizing 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;

(Continued on Page 39)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

14. Continued…

D. Authorizing 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. Authorizing 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. Authorizing 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 website for thirty days. No responses from local vendors.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

15. Taking the following action regarding the purchase of three Chevy Colorado Extended Cab WT 4WD pick-up trucks (Funding: Fund 352, Local Option Sales Tax; Cost Center 330435, Public Safety Cap Project; Object Code 56401, Machinery & Equipment):

    A. Authorizing 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. Authorizing 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 website for 30 days. No responses were received.

16. Taking the following action concerning 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 (including Phase III) (Funding: Phase II will be funded by the Federal Highway Administration 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):

    A. Approving 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; and

    B. Adopting the Resolution [R2018-41] authorizing the Chairman to sign the Local Agency Program Agreement.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

17. Taking the following action concerning an Interlocal Agreement between Escambia County, Florida, and the City of Pensacola Relating to the West Cervantes Street Corridor Traffic Feasibility Study (Funding: Local Option Sales Tax IV - Public Works - $250,000):

    A. Authorizing the Chairman to sign a joint letter between Escambia County and the City of Pensacola requesting that the Florida Department of Transportation (FDOT) program a traffic feasibility study for the West Cervantes Street/Mobile Highway corridor in the FDOT 5-Year Work Program at its earliest possible fiscal year; and

    B. Authorizing the Chairman to sign an Interlocal Agreement between Escambia County, Florida, and the City of Pensacola, Florida, to contribute appropriate funding for the traffic feasibility study for the West Cervantes Street/Mobile Highway corridor.

18. See Page 44.

19. Taking the following action concerning Agreement renewal for Youth Employment Program participants (Funding Source: Fund 001, General Fund, Cost Center 130201, and Object Code 53401):

    A. Approving the first one-year renewal option, as outlined in the terms of the Staffing Agreement for Escambia County Youth Employment Program, between Escambia County, Florida, and Landrum Staffing Services, Inc.; the original Agreement was approved by the Board on June 8, 2017; and

    B. Authorizing the County Administrator to execute a Purchase Order, in the amount of $300,510, to Landrum Staffing Services, Inc., for the Youth Employment Program participants for the Fiscal Year 2017-2018.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

20. Approving Budget Amendment Request #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 Commissioners' 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.

5. Agreement for Oral Health Services

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson 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 Oral Health Services between Escambia County and Escambia Community Clinics, Inc. (Funding: Fund 001, General Fund, Cost Center 290402, Inmate Medical):

A. Approving 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. Authorizing the County Administrator to execute the Agreement.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Miscellaneous Appropriations Agreement

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action concerning the Fiscal Year 2017/2018 Miscellaneous Appropriations Agreement between Escambia County and Five Flags Sertoma of Pensacola, Inc. (Funding: Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105):

A. Approving, and authorizing 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. Authorizing the execution of the necessary Purchase Orders.

13. PD 17-18.036

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), approving, and authorizing 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 352, Local Option Sales Tax III; Cost Center 210107, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings, Project 15EN3354, "Pensacola Beach Master Plan [Ensenada Uno and Dos]").

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Hazard Mitigation Agreement

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking 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. Approving, and authorizing the Chairman to execute, Modification Number One to Subgrant Agreement between the Division of Emergency Management and Escambia County BOCC, Contract Number 16HM-H4-01-27-01-452, for Project Number 4177-08R, for Hazard Mitigation Grant Program Acquisition, Demolition, and Open Space Conversion Project; this reinstates and extends the Agreement from July 14, 2016, through August 31, 2019;

B. Authorizing 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. Authorizing 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. Authorizing Grant Application submittal to FDEM and Local Mitigation Strategy Board 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;

(Continued on Page 45)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Continued…

E. Approving to reallocate 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. Approving to allocate $280,000, as planned to be available in 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 [National Fish and Wildlife Foundation] 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)

Speaker(s):

Gloria Horning

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. LET Allocations

Motion made by Commissioner Barry, seconded by Commissioner Underhill, 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; 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):

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.

2. ECAT "Summer Wheels" Youth Pass Program

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, approving the ECAT [Escambia County Area Transit] 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; the "Summer Wheels" Youth Pass Program will also be available to participants in the Summer Youth Employment Program. (Funding: promotional material and advertising for this program is included in the Mass Transit Budget).

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Referendum for Superintendent of Schools

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, authorizing the scheduling of a Public Hearing on June 21, 2018, at 5:31 p.m., to consider an Ordinance authorizing a county-wide referendum to be held on the November 6, 2018, ballot concerning the appointment of Superintendent of Schools of Escambia County.

4. Funding Request

The Board took no action concerning the recommendation 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. PD 16-17.004

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, taking the following action, per the terms and conditions of PD 16-17.004, Design-Build Services for the New County Correctional Facility:

A. Approving the usage of Owner Direct Purchase procurements; and

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

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Amanda Phillips v. Escambia County

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried 4-1, with Commissioner May voting "no," taking the following action concerning the approval of settlement of administrative complaint Amanda Phillips v. Escambia County, EEOC Case No.:425-2018-00430:

A. Authorizing the settlement of EEOC Case No.: 425-2018-00430, in the amount of $175,000.00, sum to be paid by Gladfelter Claims Management, Inc., on behalf of the County, pursuant our insurance policy, inclusive of attorney's fees and costs, in exchange for full and final settlement of the claim, withdrawal of the Complaint, and dismissal of the Case; and

B. Authorizing the County Administrator to execute the settlement agreement after the agreement is executed by Amanda Phillips.

II. FOR DISCUSSION

1. Adoption of a Resolution

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving to move, to the first meeting in June, the recommendation that the Board, at the request of Commissioner Grover Robinson, adopt, and authorize the Chairman to sign, the Resolution to protect the character of existing public areas on Santa Rosa Island.

Speaker(s):

James Cox
Elizabeth Hewson
James Scaminaci
Teresa Preston
Thomas Campanella
Anita Feliciano
Dianne Krumel

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION – Continued

2. Scheduling of a Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving the scheduling of a Public Hearing for May 17, 2018, at 5:35 p.m., to consider extending the Pensacola Beach Open Container Ordinance 2017-35 for one year, which currently sunsets June 1, 2018, at 12:00 a.m., unless saved from repeal through reenactment by the Board.

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Discussion Concerning the Efforts to Acquire Additional Beach Access for the Public on Perdido Key Using RESTORE Money

The Board heard an update from Commissioner Underhill on the efforts to acquire additional beach access for the public on Perdido Key using RESTORE money.

Speaker(s):

Larry Downs, Jr.

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Funding Request

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving the request from the Cantonment Sportsplex Association, Inc., for $1,500, to be funded from District 5's Discretionary Fund, for summer and fall programs, and approving the Purchase Order for this purpose.

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Allocation of Discretionary Funds

   Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving $1,000 from Commissioner May's discretionary fund for the Mr. Robbins Neighborhood Game Plan for Youth (Funding: Discretionary Money, Fund 001, Cost Center 110101, Object Code 58201).

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 9:54 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 17, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14120 **Growth Management Report 14. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/17/2018
Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 3, Regarding HC/LI Uses
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapter 3, Regarding HC/LI Uses

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC), Chapter 3, the HC/LI mainland zoning district, to modify district limits on new residential uses outside of the Industrial FLU, reduce single-family dwelling structure setbacks, and allow microbreweries and like facilities regardless of prior zoning.

This hearing serves as the first of two public hearings.

BACKGROUND:

To maintain its intent, the Industrial FLU appropriately prohibits all new residential development. Similarly, the Commercial FLU only permits residential development if secondary to a primary commercial development. However, for any HC/LI zoning outside of the Industrial FLU, all new residential uses currently must be part of a predominantly commercial development, even within a FLU intended for a mix of residential and non-residential uses (i.e., MU-U). Reducing the HC/LI residential limit to only the Commercial FLU will eliminate an unnecessary constraint on new residential use of parcels that are already within HC/LI.

Additionally, part of current HC/LI provisions, a larger minimum commercial-oriented side structure setback is not necessary for single-family dwellings within the district. In a separate HC/LI provision unrelated to residential uses, the prohibition of microbreweries, microdistillaries, and microwineries where the former zoning was ID-CP or ID-1 is also unnecessary because both districts

allowed such light industrial uses.

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

Draft Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Ordinance, HC/LI residential and industrial use

Date: 04-05-18

Date requested back by: 04-09-2018

Requested by: Griffin Vickery

Phone Number: 595-3471

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 4/10/18

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

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 3, ZONING REGULATIONS, ARTICLE 2, MAINLAND DISTRICTS, SECTION 3-2.11, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT (HC/LI), PERMITTED USES, TO REQUIRE NEW RESIDENTIAL USES TO BE PART OF PREDOMINANTLY COMMERCIAL DEVELOPMENT ONLY WITHIN THE COMMERCIAL (COM) FLU, TO ALLOW MICROBREWERIES, MICRODISTILLARIES, AND MICROWINERIES WITHIN HC/LI REGARDLESS OF PRIOR ZONING, AND TO REDUCE THE MINIMUM STRUCTURE SIDE SETBACKS FOR SINGLE-FAMILY DWELLINGS; 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 Escambia County Board of County Commissioners finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

WHEREAS, the Board has, within the regulations of the Land Development Code, established zoning districts to implement the general land development patterns prescribed by the future land use categories of the Comprehensive Plan; and

WHEREAS, residential development is appropriately included among the allowed uses of several future land use categories, but new residential development is prohibited within the Industrial (I) category and only allowed within the Commercial (C) category if secondary to non-residential uses; and

WHEREAS, microbreweries, microdistilleries, and microwineries are light industrial uses that were appropriate within the former Commerce Park (ID-CP) and Light Industrial (ID-1) zoning districts prior to their consolidation within the Heavy Commercial and Light Industrial (HC/LI) district; and

WHEREAS, greater commercial-oriented minimum side structure setbacks are not necessary for single-family dwellings authorized within the HC/LI district;

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

DRAFT

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, Section 3-2.11, Heavy Commercial and Light Industrial district (HC/LI), is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

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~~, but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development~~,~~; and 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.

DRAFT

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.

(5) Recreation and entertainment.

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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.

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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.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district. However, if within the Mixed-Use Suburban (MU-S) future land use category and previously zoned Gateway Business District (GBD), then no conditional uses are available. If within the MU-S future land use category and not previously zoned GBD, the conditional uses are limited to those of the Commercial (Com) district as prescribed in the preceding section of this article:

(1) Residential. Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(2) Retail services. Restaurants not among the permitted uses of the district.

(3) Public and civic. Cinerators.

(4) Recreation and entertainment.

a. Motorsports facilities on lots 20 acres or larger.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Shooting ranges, outdoor.

(5) Industrial and related, not allowed within MU-S.

a. Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

c. Salvage yards not otherwise requiring approval as solid waste processing facilities.

DRAFT

d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

(6) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

(7) Other uses.

a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:

(1) Density. A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

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(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. On each side of a single-family detached dwelling, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures~~Ten feet on each side~~, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

c. Corner lots. Will have one front setback and one side setback.

(8) Other requirements.

a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. Parcels within MU-S previously zoned GBD. For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility.

c. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

(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

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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).

(f) Rezoning to HC/LI.

(1) Generally. Heavy Commercial and Light Industrial zoning may be established by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

DRAFT

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14130 **Growth Management Report 14. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/17/2018
Issue: Action Item - Antietam Phase 1 Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat for Antietam Phase 1 Permit #1802481

That the Board take the following action concerning recording of Antietam Phase 1, a Planned Unit Development (PUD) of a multi-phase subdivision (a 61-lot private residential subdivision), located in the Beulah Community, lying north of W. Nine Mile Road (U.S. Highway 90) and west of and connected to Tower Ridge Road. Owned and developed by Antietam (FL) 2015, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the final plat for recording;

B. Approve the street names “Dunker Drive and Burnside Loop”; and

C. Authorize the Chairman or Vice Chairman to execute a Conservation Easement.

BACKGROUND:

The preliminary plat was approved on December 19, 2016, and construction plans were approved February 15, 2017. The Escambia County Public Safety Department approved the street names “Burnside Loop and Dunker Drive,” on December 19, 2016. The Development Services Department inspected the improvements on April 9, 2018, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Conservation Easement will be recorded with the Final Plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Conservation Easement was reviewed and approved by Meredith Crawford on May 3, 2018.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

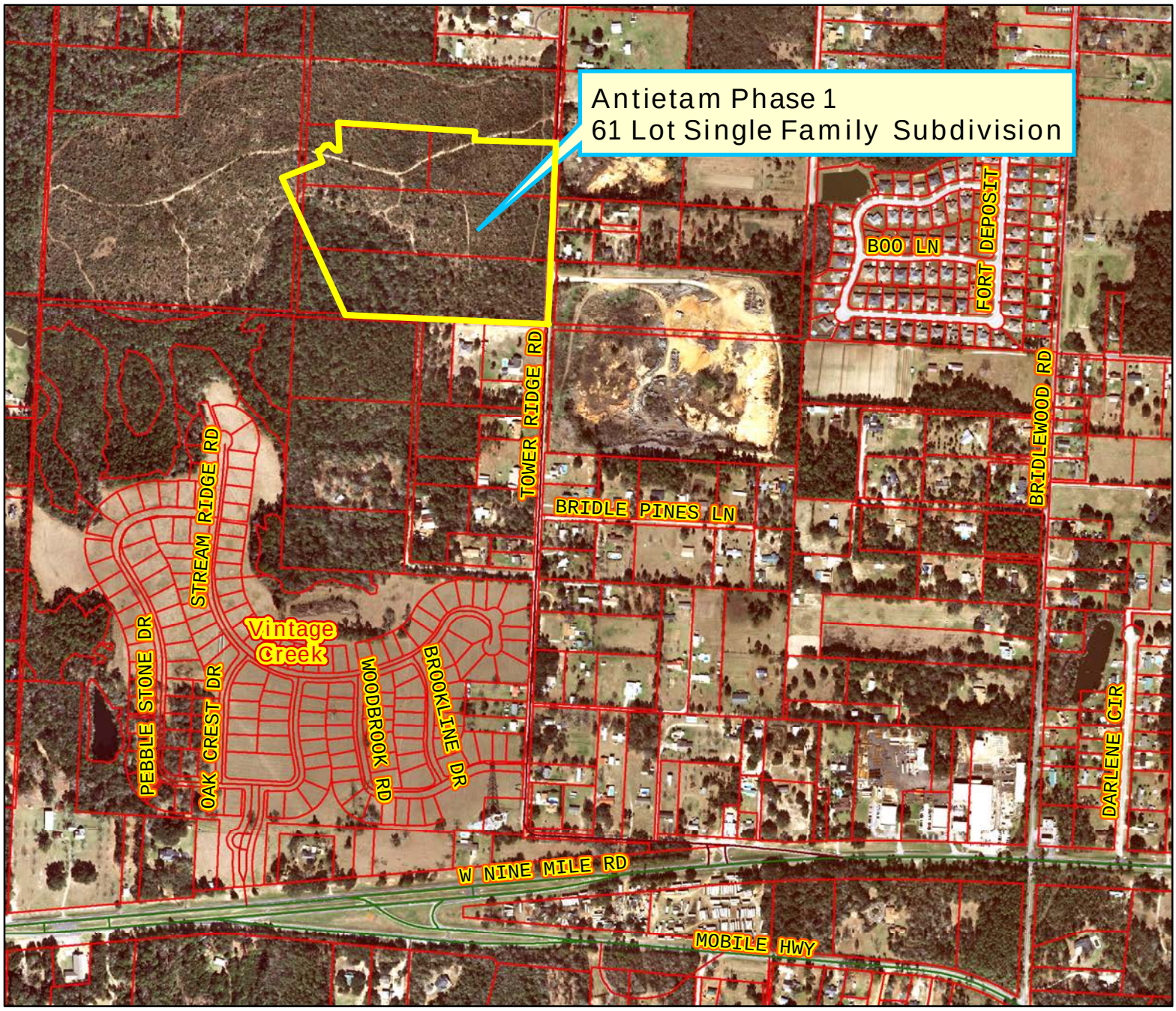
COORDINATION WITH OTHER AGENCIES/PERSONS:

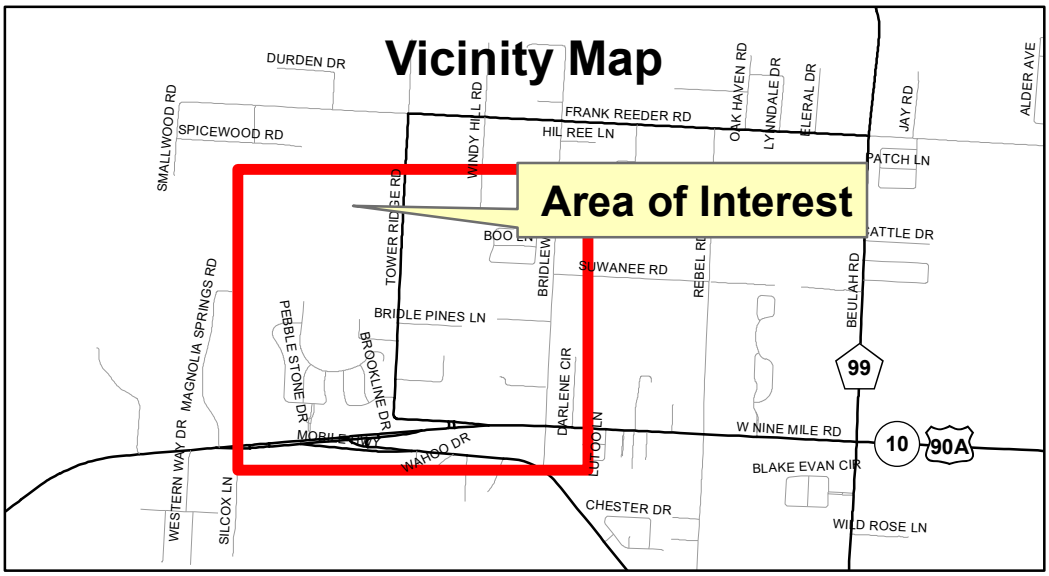
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Letter Approval
Conservation Easement
Infrastructure Maintenance Disclosure Form
Subdivision Lighting Information
Final Plat

Final Plat ~ Antietam Phase 1
61 Lot Single Family Residences





N

ESCAMBIA COUNTY FLORIDA

Surveying RGG 04/10/2018

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

December 19, 2016

Street Letter Approval

The following name has been submitted for approval:

Burnside Loop

Dunker Drive

The street is located in:

Antietam Subdivision

The name was requested by:

Dewberry – Micah Jones

850-760-0333

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

Deputy Coordinator

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Prepared by:
DREW DOLAN GB VENTURES
29891 WOODROW LN. STE 300
SPANISH FORT AL. 36527
(name and address)

CONSERVATION EASEMENT
(Limited Liability Company)

THIS GRANT OF A CONSERVATION EASEMENT made this _____ day of _____, 20 , by and between Antietam (FL) 2015, LLC, a limited liability company organized under the laws of the State of Florida, whose mailing address is 29891 Woodrow Lane, Suite 300, Spanish Fort, AL 36527 ("Grantor," which term shall include the singular and plural, masculine and feminine), and Antietam Owner's Association, Inc., a nonprofit corporation organized under the laws of the State of Florida, whose mailing address is 501 Commendencia Street. Pensacola, FL 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee's successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.

2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation Easement.

3. The following activities are prohibited on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.

c) Removal or destruction of trees, shrubs, or other vegetation, with the exception of nuisance and exotic plant species as may be required by Grantee.

d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

e) Surface use except for purposes that permit wetlands or water areas to remain predominantly in their natural condition.

f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g) Acts or uses detrimental to such retention of land or water areas.

h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

GRANTOR:

ANTIETAM (FL) 2015, LLC
(name of limited liability company)

Witness _____
Print Name DREW DOLAN

Witness _____
Print Name GRANT RISH

By: _____
(signature)
NATHAN L. COX
(printed name)
MANAGER
(select one title:
Manager/Member/Managing Member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of MARCH, 2018, by NATHAN L. COX as MANAGER (select one title: Manager/Member/Managing Member) of ANTIETAM (FL) 2015, LLC (name of limited liability company). He/She (X) is personally known to me, or (_) produced current _____ as identification.

KATHRYN MCALEER HUEY
MY COMMISSION EXPIRES
May 16, 2018
NOTARY PUBLIC
STATE OF ALABAMA

(Notary Seal)

Kathryn McAleer Huey
Signature of Notary Public

Kathryn McAleer Huey
Printed Name of Notary Public

ACCEPTANCE

This Conservation Easement accepted by Escambia County, Florida on the_____day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the_____day of_____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Court

_____
Deputy Clerk

This document approved as to form
and legal sufficiency
By
Title
Date

EXIBIT "A"

LEGAL DESCRIPTION: ANTIETAM PHASE 1 CONSERVATION EASEMENT

A PORTION OF THE NORTHWEST ONE QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, BEING A PORTION OF LOTS 8,9 AND 10 OF BLOCK 3 A REPLAT OF A PORTION OF NATIONAL LAND SALES COMPANY'S SUBDIVISION AS RECORDED IN DEED BOOK 102, PAGE 600 ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8"IRON ROD MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE RUN NORTH 86°50'32" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2662.32 FEET TO A NAIL AND DISK NO. 7916 MARKING THE SOUTH EAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN NORTH 02°51'24" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 86°51'09" WEST, A DISTANCE OF 15.00 FEET TO AN IRON ROD NO.7916 ON THE WEST RIGHT-OF-WAY LINE OF TOWER RIDGE RD. (30' R/W PUBLIC ROAD) ; THENCE CONTINUE NORTH 86°51'09" WEST, A DISTANCE OF 648.78 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 86°51'09" WEST, A DISTANCE OF 394.98 FEET; THENCE RUN NORTH 25°29'52" WEST, A DISTANCE OF 637.99 FEET; THENCE RUN NORTH 54°23'11" EAST, A DISTANCE OF 24.12 FEET; THENCE RUN NORTH 64°21'47" EAST, A DISTANCE OF 32.48 FEET; THENCE RUN NORTH 80°33'09" EAST, A DISTANCE OF 21.83 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°17'23" AN ARC DISTANCE OF 11.15 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 78°09'28" EAST, A DISTANCE OF 36.97 FEET; THENCE RUN SOUTH 54°29'16" EAST, A DISTANCE OF 38.05 FEET; THENCE RUN SOUTH 30°56'26" EAST, A DISTANCE OF 25.63 FEET; THENCE RUN SOUTH 29°27'29" EAST, A DISTANCE OF 17.63 FEET; THENCE RUN SOUTH 43°11'11" EAST, A DISTANCE OF 7.90 FEET; THENCE RUN NORTH 89°16'23" EAST, A DISTANCE OF 6.35 FEET; THENCE RUN SOUTH 81°43'54" EAST, A DISTANCE OF 26.17 FEET; THENCE RUN SOUTH 69°33'19" EAST, A DISTANCE OF 29.71 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°18'34" AN ARC DISTANCE OF 15.35 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 40°14'45" EAST, A DISTANCE OF 27.26 FEET; THENCE RUN SOUTH 01°54'09" WEST, A DISTANCE OF 8.72 FEET; THENCE RUN NORTH 89°47'30" EAST, A DISTANCE OF 17.17 FEET; THENCE RUN SOUTH 69°27'42" EAST, A DISTANCE OF 23.94 FEET; THENCE RUN SOUTH 76°14'27" EAST, A DISTANCE OF 56.51 FEET; THENCE RUN NORTH 89°01'18" EAST, A DISTANCE OF 77.06 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°27'12" AN ARC DISTANCE OF 18.56 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 55°31'30" EAST, A DISTANCE OF 37.54 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°26'10" AN ARC DISTANCE OF 21.70 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 14°05'20" EAST, A DISTANCE OF 50.94 FEET; THENCE RUN SOUTH 31°50'38" EAST, A DISTANCE OF 28.68 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°21'38" AN ARC DISTANCE OF 11.71 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 09°29'00" EAST, A DISTANCE OF 28.88 FEET; THENCE RUN SOUTH 40°17'27" EAST, A DISTANCE

SHEET 1 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

CONSERVATION EASEMENT
"ANTIETAM PHASE 1"

SECTION 1, TOWNSHIP 01 SOUTH, RANGE 32 WEST

ESCAMBIA COUNTY FLORIDA

Dewberry

9949 BELLATON AVENUE
DAPHNE, ALABAMA 36256
PHONE: 251.990.9950
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. 1109

PREPARED FOR:

FORTUNA INVESTMENTS, LLC

DATE: 12/19/17
REV DATE:

PROJ: 92280145
BY: VLG
CHECKED BY: GDG

Drawing name: W:\FLORIDA JOBS\ESCAMBIA\92280145-ANTIETAM PLATTING\DWG-Land01\Conservation Easement\Antietam Conservation Easement.DWG C.E. SKETCH Mar 09, 2018 9:31am by: gabison

LEGAL DESCRIPTION: ANTIETAM PHASE 1 CONSERVATION EASEMENT

OF 30.35 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°47'25" AN ARC DISTANCE OF 18.22 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 05°30'02" EAST, A DISTANCE OF 48.60 FEET; THENCE RUN SOUTH 07°51'38" EAST, A DISTANCE OF 70.59 FEET; THENCE RUN SOUTH 01°21'32" WEST, A DISTANCE OF 74.28 FEET; THENCE RUN SOUTH 37°12'37" EAST, A DISTANCE OF 2.09 FEET; THENCE RUN NORTH 80°16'02" EAST, A DISTANCE OF 47.37 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°01'29" AN ARC DISTANCE OF 29.86 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 42°42'29" EAST, A DISTANCE OF 17.72 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°47'56" AN ARC DISTANCE OF 15.60 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 12°54'33" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 03°53'34" WEST, A DISTANCE OF 45.37 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN ESCAMBIA COUNTY, FLORIDA AND CONTAINING 213,689 SQUARE FEET (4.91 ACRES) MORE OR LESS.

SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET, BEARING N86°50'32"W ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 01 SOUTH, RANGE 32 WEST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

3/9/2018

GEORGE D. GIBSON, III — DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5830
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
CONSERVATION EASEMENT
"ANTIETAM PHASE 1"

SECTION 1, TOWNSHIP 01 SOUTH, RANGE 32 WEST

ESCAMBIA COUNTY FLORIDA

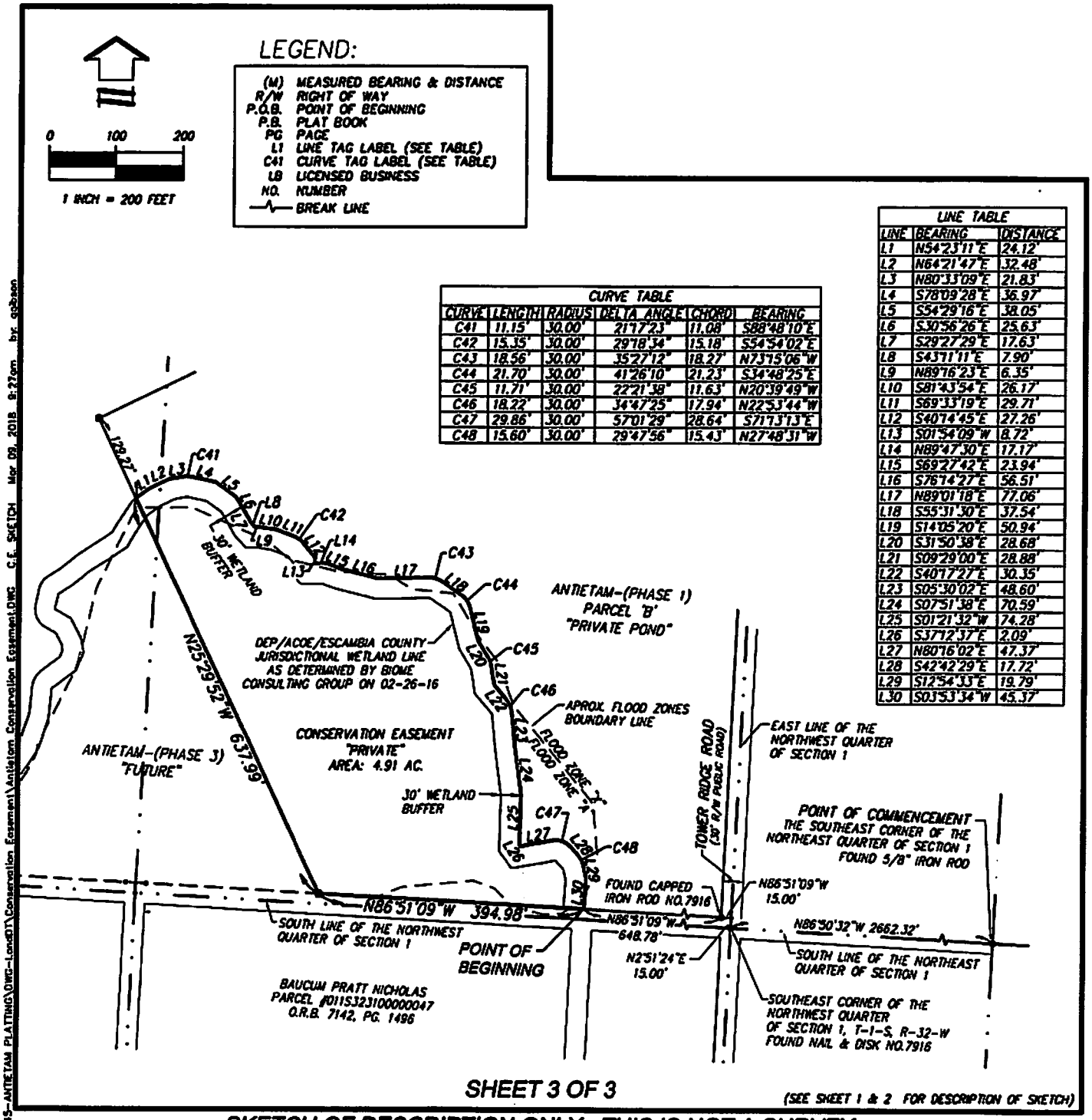
Dewberry
9949 BELLATON AVENUE
DAPHNE, ALABAMA 36256
PHONE: 251.990.9950
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. 1109

PREPARED FOR:
FORTUNA INVESTMENTS, LLC

DATE: 12/19/17
REV DATE:

PROJ: 92280145
BY: VLG
CHECKED BY: GDG

Drawing name: W:\FLORIDA JOBS\ESCAMBIA\92280145-ANTIETAM PLATTING\DWG-Local\Conservation Easement\Antietam Conservation Easement.DWG C.E. SKETCH Mar 09, 2018 9:25am by gibson



SHEET 3 OF 3

(SEE SHEET 1 & 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

CONSERVATION EASEMENT "ANTIETAM PHASE 1"

SECTION 1, TOWNSHIP 01 SOUTH, RANGE 32 WEST

ESCAMBIA COUNTY FLORIDA

Dewberry

9949 BELLATON AVENUE
DAPHNE, ALABAMA 36256
PHONE: 251.990.9950
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. 1109

PREPARED FOR:

FORTUNA INVESTMENTS, LLC

DATE: 12/19/17
REV DATE: 1/29/18
SCALE 1" = 200'

PROJ: 92280145
BY: VLG
CHECKED BY: GDG

Drawing name: W:\FLORIDA JOBS\ESCAMBIA\92280145-ANTIETAM PLATTING\DWG-Land01\Conservation Easement\Antietam Conservation Easement.DWG C.E. SKETCH Mar 09, 2018 8:27am by: gabson

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.
If additional space is needed, please check box and attach additional pages.

HOA => ANTIETAM OWNER'S ASSOCIATION, INC

Name of Subdivision: ANTIETAM PHASE I
Lots & Blocks BLK 3, LOTS 5-12; BLK 4 LOTS 5-12 **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner)	**Ownership**
Road(s)	PRIVATE (HOA)	PRIVATE (HOA)
Bridge(s)	N/A	N/A
Retention Pond(s)	PRIVATE (HOA)	PRIVATE (HOA)
Stormwater Conveyance or Easements (rear yard)	PRIVATE (HOA)	PRIVATE (HOA)
Easements between lots (side yard)	HOMEOWNER	HOMEOWNER
Sewer Lift Station Central	N/A	N/A
Sewer System	ECUA	ECUA
Water System	ECUA	ECUA
Gas	PENSACOLA ENERGY	PENSACOLA ENERGY
Other (i.e. Clubhouse)	AMENITY => PRIVATE (HOA)	PRIVATE (HOA)

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by: NATHAN COX, MANAGER, ANTIETAM (FL) 2015, LLC
Seller's Name
29891 WOODROW LN, SUITE 300
Address
SPANISH FORT, AL 36527
City, State, Zip Code

AS TO SELLER(S):

Seller's Name: NATHAN L. COX
MANAGER, ANTIETAM (FL) 2015, LLC
Seller's Name: _____

Witness' Name: DREW DOLAN
Witness' Name: GRANT RISH

AS TO BUYER(S):

Buyer's Name: _____
Buyer's Name: _____

Witness' Name: _____
Witness' Name: _____

Effective: 3/13/18

Page 1 of 1. You must note the total number of pages provided in this space.

Kayla R. Meador

From: Horace L Jones
Sent: Tuesday, May 08, 2018 9:24 AM
To: Kayla R. Meador
Subject: FW: ANTIETEM PUD
Attachments: ANTIETEM CONTRACT.pdf; Antietam Subdivision Lighting Layout_Small LED Colonial(new).pdf; Setting Street lighting in a new subdivision letter.docx; Colonial LED 45W on 20' RT Alum 0904.jpg

Kayla,

Please include attached documents as well as the e-mail specified below as well

---

From: White, Brian L. (Gulf Power) [mailto:BLWHITE@southernco.com]
Sent: Wednesday, April 11, 2018 12:30 PM
To: Horace L Jones <HLJONES@myescambia.com>
Cc: White, Brian L. (Gulf Power) <BLWHITE@southernco.com>
Subject: FW: ANTIETEM PUD

Mr. Jones,

Per our conversation last week regarding the Street Lighting for Antietam Subdivision (PUD), **please find the lighting layout**, **the signed contract**, **and an explanation of the methodology of how Gulf Power installs lighting in a new residential subdivision**. Please let me know if you have any questions or if I can provide further explanation. Please a pictorial diagram of the style and design of the light fixtures.

Regards,

Brian White
Lighting Sales Supervisor
Gulf Power Company

GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 17-3703

Customer Name ANTIETAM OWNERS ASSOC. INC FEIN 82-4987298 Date 3/29/18

DBA N/A Telephone No. 251-295-2508 Tax I. D. (if applicable) N/A

Street Address (Subdivision, etc.) of Light(s) 0 TOWER RIDGE RD ANTIETAM SUBDIVISION

Billing Address HOA DEPT 25366 PROFIT DR DAPHNE, AL 36526

Driving Directions FRANK REEDER RD TO TOWER RIDGE RD

Location of Light(s) THROUGHOUT THE SUBDIVISION

Meter No. _____ Account No. NEW JETS WO No. 73A40T

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY 3/29/18 **CUSTOMER**

Application Taken By JEFF CAGLE

Approved by WENDELL E SMITH
Authorized Company Representative

Signature _____

Date _____

Customer ANTIETAM OWNERS ASSOCIATION INC

Title CAM - HOA Manager

Signature _____

Date 3/29/18

ISSUED BY: S. W. Connally, Jr. EFFECTIVE: January 1, 2014

Form 5 (Continued)

Contract No. 17-3703

FACILITIES FURNISHED:

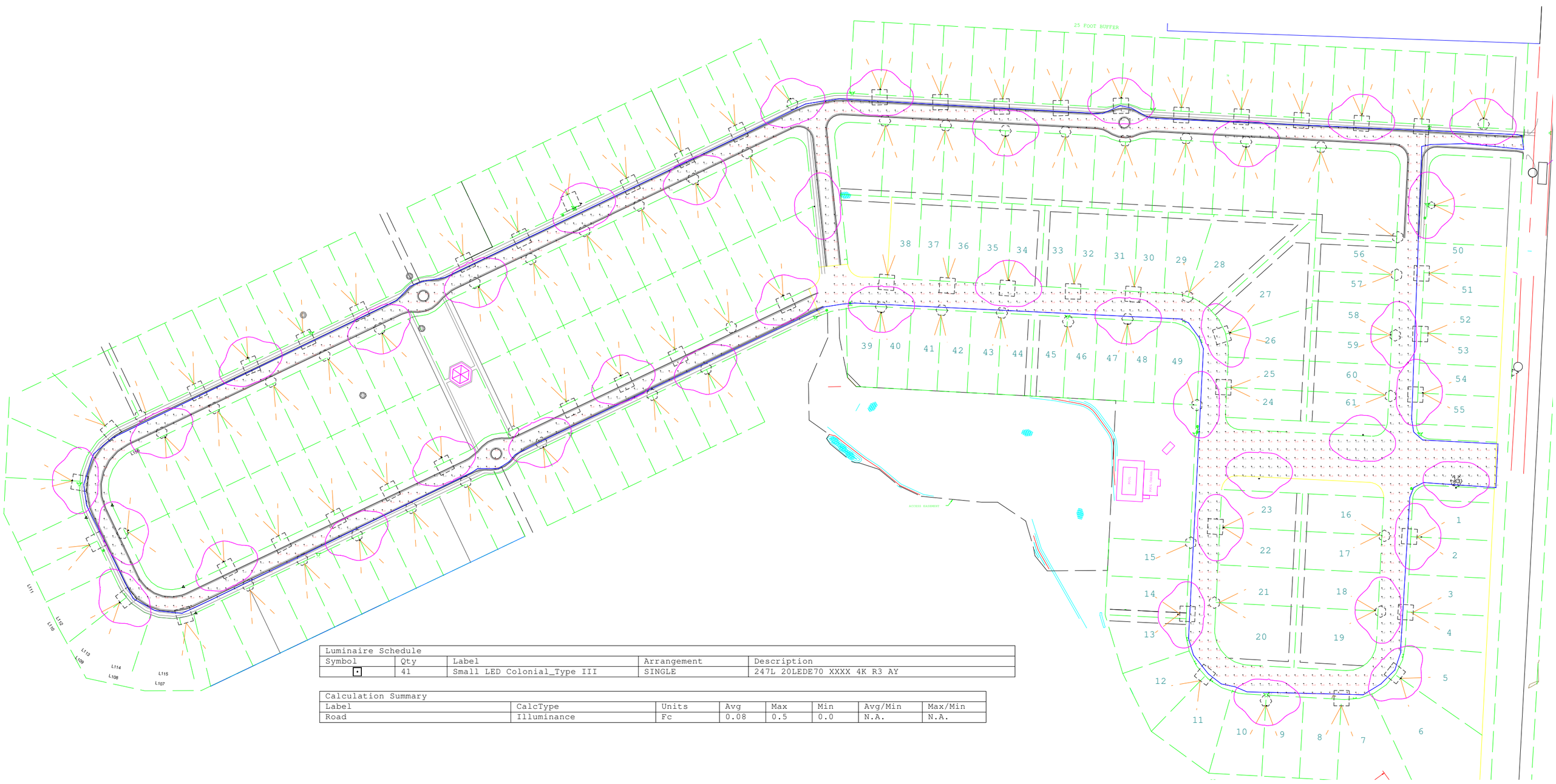
Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
SMALL COLONIAL LED	45	41	$14.54	$595.95
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
20' AL POLE BLACK ROUND	41	$6.17	$252.97
MISC LT COSTS	-	-	$146.30
#6UG DUPLEX WIRE	1,583'	-	$32.29
TRENCH & INST DUCT	558'		$34.26
2" SCHEDULE 40 DUCT	558'		$11.77
MIS UG COSTS	-		$25.63
	Total Base Monthly Charge****		$1,099.22

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012



Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Description
▪	41	Small LED Colonial_Type III	SINGLE	247L 20LEDE70 XXXX 4K R3 AY

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Road	Illuminance	Fc	0.08	0.5	0.0	N.A.	N.A.

Gulf Power

Energizing New Services and the Placement of Electrical Transformers in a newly constructed subdivision

It is the policy of Gulf Power Company, when installing new facilities within a newly constructed residential development that contains numerous lots, that the installation of transformers and other facilities be installed to lots that are under construction or will be under construction within a very short period of time. Gulf Power does not install all transformers in a subdivision up front, only when needed for electric service for an actual home. Therefore, Street Lighting is installed when transformers are set, and are not available to be installed ahead of actual home construction on the lot in which the transformer will serve.

Thanks,

Brian White
Lighting Services
Gulf Power Company

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature / Date: 5.1.18
Development Services Director: Joy Downes

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and is approved as to form only. Escambia County assumes no responsibility for any engineering, survey or other signatory responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional easements required by utility companies must be granted prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

DESCRIPTION:

KNOW ALL PERSONS BY THESE PRESENTS THAT ANTIETAM FLORIDA 2015 LLC, THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON, PLATTED AS ANTIETAM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8 INCH IRON ROD MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND PROCEED NORTH 86 DEGREES 50 MINUTES 32 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 2,662.32 FEET TO NAIL AND DISK NO. 7916 MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTH 02 DEGREES 51 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 15.00 FEET; THENCE LEAVING SAID EAST LINE, PROCEED NORTH 86 DEGREES 51 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 86 DEGREES 51 MINUTES 09 SECONDS WEST, A DISTANCE OF 1043.76 FEET; THENCE RUN NORTH 25 DEGREES 29 MINUTES 52 SECONDS WEST, A DISTANCE OF 767.26 FEET; THENCE RUN NORTH 64 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 209.20 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 7.91 FEET, (CHORD BEARS NORTH 65 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 7.91 FEET); THENCE RUN NORTH 23 DEGREES 13 MINUTES 53 SECONDS WEST, A DISTANCE OF 49.97 FEET; THENCE NORTH 66 DEGREES 46 MINUTES 07 SECONDS EAST A DISTANCE OF 3.77 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 32.10 FEET, (CHORD BEARS NORTH 30 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 29.94 FEET); THENCE RUN NORTH 05 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 10.34 FEET; THENCE RUN NORTH 84 DEGREES 04 MINUTES 11 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.25 FEET, (CHORD BEARS SOUTH 48 DEGREES 37 MINUTES 01 SECONDS EAST, A DISTANCE OF 33.90 FEET); THENCE ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 19.22 FEET, (CHORD BEARS SOUTH 89 DEGREES 06 MINUTES 03 SECONDS EAST, A DISTANCE OF 19.22 FEET); THENCE RUN SOUTH 86 DEGREES 53 MINUTES 53 SECONDS EAST, A DISTANCE OF 23.71 FEET; THENCE RUN NORTH 03 DEGREES 06 MINUTES 07 SECONDS EAST, A DISTANCE OF 140.00 FEET; THENCE RUN SOUTH 86 DEGREES 53 MINUTES 53 SECONDS EAST, A DISTANCE OF 733.70 FEET; THENCE RUN SOUTH 02 DEGREES 51 MINUTES 23 SECONDS WEST, A DISTANCE OF 30.70 FEET; THENCE RUN SOUTH 87 DEGREES 22 MINUTES 20 SECONDS EAST, A DISTANCE OF 370.00 FEET; THENCE RUN SOUTH 02 DEGREES 51 MINUTES 25 SECONDS WEST, A DISTANCE OF 961.39 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 27.41 ACRES, MORE OR LESS.

DEVELOPERS ACKNOWLEDGEMENT AND DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT FORTUNA INVESTMENTS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, ACTING IN ITS CAPACITY AS MANAGER OF ANTIETAM (FL) 2015, LLC (THE DEVELOPER), AN ALABAMA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE PROPERTY SHOWN HEREON ANTIETAM PHASE 1, HEREBY DEDICATES SAID LANDS KNOWN AS ANTIETAM PHASE 1 AND THIS PLAT FOR THE USES AND PURPOSES SET FORTH ON THIS PLAT, THE DEVELOPER HEREBY DEDICATES THAT 20' STRIP OF LAND ALONG THE EAST PROPERTY LINE FOR RIGHT OF WAY PURPOSES TO ESCAMBIA COUNTY. THE 5', 60' AND 80' UTILITY EASEMENTS ARE RESERVED FOR THOSE UTILITIES PROVIDING SERVICES TO ANTIETAM PHASE 1 INCLUDING BUT NOT LIMITED TO POTABLE WATER, SANITARY SEWER, TELECOMMUNICATIONS, ELECTRIC, CABLE TELEVISION, INTERNET SERVICE PROVIDERS AND GAS. THE DEVELOPER HEREBY ACKNOWLEDGES THAT THE 50' AND 80' PRIVATE RIGHTS OF WAY AND COMMON AREA, THE PRIVATE CONSERVATION EASEMENT, AND TRACTS A,B,C,D,E,F,G, & H, AND THE 20' PRIVATE DRAINAGE AND ACCESS EASEMENTS SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE ANTIETAM OWNER'S ASSOCIATION, INC.

ANTIETAM (FL) 2015, LLC, AN ALABAMA LIMITED LIABILITY COMPANY
BY: FORTUNA INVESTMENTS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY AS ITS MANAGER

BY: NATHAN L. COX, AS ITS SOLE MEMBER

WITNESS #1 _____ WITNESS #2 _____

PRINT NAME _____ PRINT NAME _____

ACKNOWLEDGEMENT TO DEDICATION:

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED NATHAN L. COX, THE SOLE MEMBER OF FORTUNA INVESTMENTS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, ACTING IN IT'S CAPACITY AS MANAGER OF ANTIETAM (FL) 2015, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SHOWN HEREON, PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES SET FORTH, GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES _____

CONSENT AND JOINDER OF MORTGAGE:

SUMMIT BANK, N.A., "SECURED LENDER" THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY PURSUANT TO THAT CERTAIN MORTGAGE EXECUTED BY ANTIETAM (FL) 2015, L.L.C., AN ALABAMA LIMITED LIABILITY COMPANY, DATED APRIL 27, 2017 AND RECORDED IN OFFICIAL RECORDS BOOK 7704, PAGE 1378 OF THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA (THE "MORTGAGE"), DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREIN AND SUBORDINATES ITS INTERESTS IN ALL RESPECTS IN AND TO THE PROPERTY DESCRIBED HEREON TO SUCH DEDICATION AND PLATTING.

SUMMIT BANK, N.A.

BY: _____ WITNESS #1 _____

NAME: _____

AS ITS: _____ WITNESS #2 _____

ACKNOWLEDGEMENT OF CONSENT AND JOINDER:

STATE OF FLORIDA, COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018 BY _____, AS _____ FOR SUMMIT BANK, N.A. HE/SHE IS PERSONALLY KNOWN TO ME OR PRODUCED A AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA

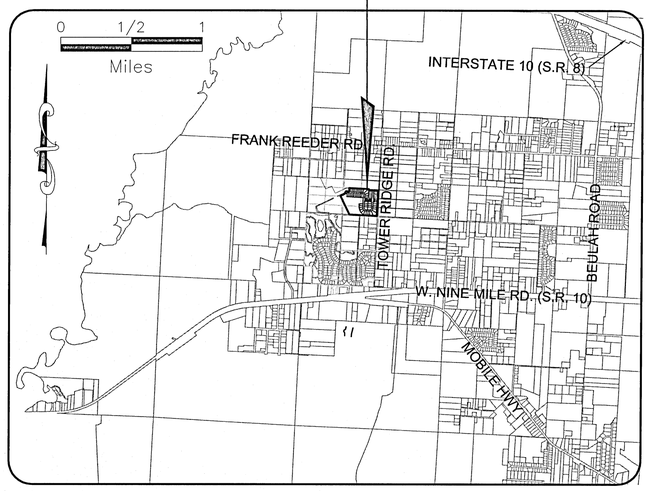
NOTARY PUBLIC PRINTED NAME

FINAL PLAT OF ANTIETAM

(PHASE 1)

A 61 LOT SUBDIVISION OF A PORTION OF SECTION 01, TOWNSHIP 1 SOUTH, RANGE 32 WEST, BEING A SUBDIVISION OF LOTS 6,7 & 8 OF BLOCK 3 AND A PORTION OF LOTS 5,9,10,11 & 12 OF BLOCK 3 AND A PORTION OF LOTS 6 & 7 OF BLOCK 4 AND THAT PORTION OF RIGHT-OF-WAY LYING BETWEEN BLOCKS 3 & 4, A REPLAT OF A PORTION OF NATIONAL LAND SALES COMPANY'S SUBDIVISION AS RECORDED IN DEED BOOK 102, PAGE 600
A PLANNED UNIT DEVELOPMENT
ESCAMBIA COUNTY, FLORIDA
MARCH 2018

PROJECT SITE



LOCATION MAP

SCALE: 1" = ½ MILE

OWNER/DEVELOPER:
FORTUNA INVESTMENTS, LLC
32128 BROKEN BRANCH CIRCLE
SPANISH FORT, AL 36527
PHONE: 251.621.1887

ENGINEER:
JASON N. ESTES, PE
9949 BELLATON AVENUE
DAPHNE, AL 36526
PHONE: 251.929.9789

SURVEYOR:
GEORGE D. GIBSON, III, PSM
9949 BELLATON AVENUE
DAPHNE, AL 36526
PHONE: 251.929.9799

CONSENT AND JOINDER OF MORTGAGE:

D.R. HORTON, INC., A DELAWARE CORPORATION, "SECURED LENDER" THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY PURSUANT TO THAT CERTAIN EARNEST MONEY MORTGAGE EXECUTED BY ANTIETAM (FL) 2015, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, DATED APRIL 27, 2017 AND RECORDED IN OFFICIAL RECORDS BOOK 7704, PAGE 1408 OF THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA (THE "MORTGAGE"), DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREIN AND SUBORDINATES ITS INTERESTS IN ALL RESPECTS IN AND TO THE PROPERTY DESCRIBED HEREON TO SUCH DEDICATION AND PLATTING.

D.R. HORTON, INC., A DELAWARE CORPORATION

BY: _____ WITNESS #1 _____

NAME: _____

AS ITS: _____ WITNESS #2 _____

ACKNOWLEDGEMENT OF CONSENT AND JOINDER:

STATE OF FLORIDA, COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018 BY _____, AS _____ FOR D.R. HORTON, INC, A DELAWARE CORPORATION. HE/SHE IS PERSONALLY KNOWN TO ME OR PRODUCED A _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC PRINTED NAME

CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURTS OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATIVE STATUTES) AND THE SAME WAS RECORDED ON THE _____ DAY OF _____, 2018, IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS, CLERK OF THE CIRCUIT COURT

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2018.

JOSEPH E. BARRETT, P.S.M., COUNTY SURVEYOR, ESCAMBIA COUNTY, FL
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATION No. 6260.

ENGINEERS CERTIFICATE:

I, JASON N. ESTES, HEREBY CERTIFY THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS AND THAT I AM THE ENGINEER OF RECORD FOR ANTIETAM PHASE 1 (SUBDIVISION).

JASON N. ESTES, P.E., FLORIDA P.E. # 55585 DATE

CERTIFICATE OF ATTORNEY:

I, DAVID B. TAYLOR, III, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND ALL PROVISIONS OF CHAPTER 2 ARTICLE 5 OF THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

SIGNED THIS _____ DAY OF _____, 2018.

DAVID B. TAYLOR

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2018, WAS APPROVED FOR FILING BY SAID BOARD, AND I AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

PAM CHILDERS, CLERK OF THE CIRCUIT COURT

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, "FINAL PLAT OF ANTIETAM PHASE 1", IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THIS PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA AND THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1 FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WILL BE SET PRIOR TO RECORDING OF THE PLAT.

SIGNED ON THIS THE ____ DAY OF APRIL, 2018.

BY: _____
GEORGE D. GIBSON, III
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NO. L.S. 5830
9949 BELLATON AVE
DAPHNE, ALABAMA 36526
251.929.9799

Dewberry
CERTIFICATE OF AUTHORIZATION No. LB 8011
139 E GOVERNMENT STREET PENSACOLA, FLORIDA 32502

INDEX OF SHEETS:

1. DEDICATION AND CERTIFICATE SHEET
2. OVERALL PLAT BOUNDARY INFORMATION
3. PLAT BOUNDARY INFORMATION
4. PLAT BOUNDARY INFORMATION

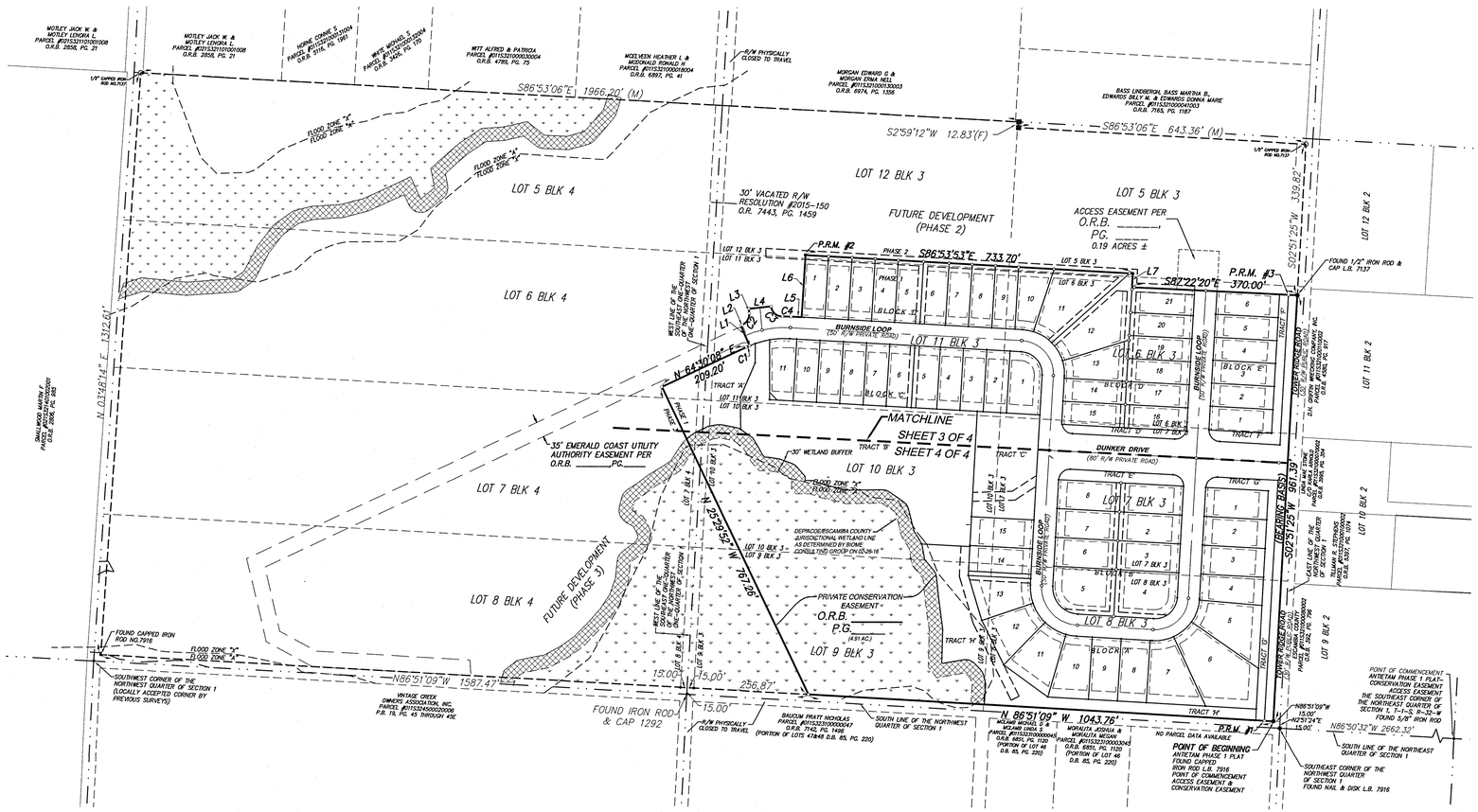
DECLARATION OF COVENANTS FILED IN OFFICIAL RECORDS BOOK_____, PAGE_____.

PLAT BOOK | PAGE

FINAL PLAT OF
ANTIETAM
(PHASE 1)

A 61 LOT SUBDIVISION OF A PORTION OF SECTION 01, TOWNSHIP 1 SOUTH, RANGE 32 WEST, BEING A SUBDIVISION OF LOTS 6,7 & 8 OF BLOCK 3 AND A PORTION OF LOTS 5,9,10,11&12 OF BLOCK 3 AND A PORTION OF LOTS 6 & 7 OF BLOCK 4 AND THAT PORTION OF RIGHT-OF-WAY LYING BETWEEN BLOCKS 3 & 4, A REPLAT OF A PORTION OF NATIONAL LAND SALES COMPANY'S SUBDIVISION AS RECORDED IN DEED BOOK 102, PAGE 600
A PLANNED UNIT DEVELOPMENT
ESCAMBIA COUNTY, FLORIDA
MARCH 2018

0 150 300
1 INCH = 150 FEET



SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/1990, U.S. SURVEY FEET, PER FDOT CORS "PCLA".
2. SOURCE OF INFORMATION: SUBDIVISION PLAT OF NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 32 WEST, ACCORDING TO SUBDIVISION PLAT (D.B. 102, PAGE 600); SUBDIVISION PLAT OF 80 ACRES, EAST 1/2 OF THE SOUTHEAST QUARTER OF THE WEST ONE HALF OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA (D.B. 85, PAGE 220); BOUNDARY SURVEY BY: REBOL–BATTLES & ASSOCIATES, PROJECT #2015.006, DATED 2–19–15; CERTIFIED CORNER RECORDS 063750, 0012471, 061329, 068255, 068254, 0006146 AND 0037632; DEEDS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AS SHOWN HEREON.
3. ENVIRONMENTAL WETLAND LINES SHOWN HEREON HAVE BEEN DETERMINED BY BIOME CONSULTING GROUP.
4. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY; THE PROPERTY SHOWN HEREON LIES IN ZONE X AND ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED), AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE FOR ESCAMBIA COUNTY, FLORIDA; SEE COMMUNITY PANEL NO. 120080 0270 G; WHICH BEARS A MAP REVISED DATE OF SEPTEMBER 29, 2006.
5. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. PLAT BASED ON BOUNDARY SURVEY PREPARED BY PREBLE–RISH, MARCH 2016.
7. CURRENT ZONING: HDMU
8. VERTICAL DATUM SHOWN HEREON IS REFERENCED TO NAVD 1988, PER FDOT CORS "PCLA" USING GEOID03.
9. THE DEVELOPER WILL WORK WITH THE UNITED STATES POSTAL SERVICE TO PLACE MAIL KIOSKS IN APPROVED LOCATIONS AND BE INSTALLED PER THE USPS REQUIREMENTS.

SPECIAL NOTE:

FENCING RESTRICTION:
NO FENCES OR OTHER STRUCTURES SHALL BE CONSTRUCTED IN THE PRIVATE DRAINAGE ACCESS EASEMENTS. EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.

FIVE FOOT CONCRETE SIDEWALKS WILL BE CONSTRUCTED BY THE INDIVIDUAL HOME BUILDER.

THERE ARE 10–FOOT PRIVATE DRAINAGE EASEMENTSALONG EACH LOT PROPERTY LINES, BEING 5–FOOT ON EACH LOT. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDED STORMWATER FLOW.

ALL WETLANDS, WETLAND BUFFERS AND CONSERVATION EASEMENT AREAS SHALL REMAIN UNIMPAIRED AND IN THEIR NATURAL STATE.

SUBDIVISION ENTRANCE MARKER SIGNS SHALL BE LOCATED WITHIN ONE OF THE PRIVATE COMMON AREAS AND SHALL NOT BE PLACED IN THE PUBLIC RIGHT OF WAY.

GEODETIC NOTE:

ALL GEOGRAPHIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO NAD 83 (1990) DATUM. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988, ESTABLISHED BY RTK GPS SYSTEMS, TOGETHER WITH eGPS SOLUTIONS REAL TIME VRS NETWORK.

PUD REQUIREMENTS:

PHASE I IMPROVEMENTS INCLUDE CLUBHOUSE, STREET LIGHTING, LANDSCAPING OF BOULEVARD ENTRANCE CONSISTING OF CANOPY AND UNDERSTORY TREES AND SHRUBS, SIDEWALKS BOTH SIDES OF STREET.

SYMBOLS & ABBREVIATIONS:

No.	= NUMBER
#	= NUMBER
—\/—	= DISTANCE NOT TO SCALE
L.B.	= LICENSED BUSINESS
L.S.	= LICENSED SURVEYOR
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
O.R.	= OFFICIAL RECORDS
±	= MORE OR LESS
P.C.	= POINT OF CURVATURE
P.T.	= POINT OF TANGENCY
P.I.	= POINT OF INTERSECTION
P.R.C.	= POINT OF REVERSE CURVATURE
R/W	= RIGHT OF WAY
℄	= CENTERLINE
O.R.B.	= OFFICIAL RECORDS BOOK
PG.	= PAGE
B.S.L.	= BUILDING SETBACK LINE
S.W.M.F.	= STORMWATER MANAGEMENT FACILITY
P.C.A.	= PRIVATE COMMON AREA
U.E.	= UTILITY EASEMENT
D.E.	= DRAINAGE EASEMENT

D.E.P.	= DEPARTMENT OF ENVIRONMENTAL PROTECTION
ECUA	= EMERALD COAST UTILITY AUTHORITY
N.T.S.	= NOT TO SCALE
R.P.	= RADIUS POINT
A.C.O.E.	= ARMY CORPS OF ENGINEERS
F.E.M.A.	= FEDERAL EMERGENCY MANAGEMENT AGENCY
P.C.P.	= PERMANENT CONTROL POINT
P.R.M.	= PERMANENT REFERENCE MONUMENT
ID.	= IDENTIFICATION
INC.	= INCORPORATED
DWG	= DRAWING
(RAD)	= RADIAL
(NR)	= NON–RADIAL
□	= SET 4" BY 4" CONCRETE MONUMENT L.B. #8011 STAMPED P.R.M.
○	= SET NAIL AND DISK L.B. #8011 (NAILS AND DISKS SET IN THE CENTERLINE ARE STAMPED P.C.P. ALL OTHERS ARE L.B. #8011)
●	= SET 1/2" CAPPED IRON ROD L.B. #8011

= WETLANDS

= 30' WETLAND BUFFER

LINE TABLE

LINE	BEARING	DISTANCE
L1	N23°13'53"W	49.97'
L2	N66°46'07"E	3.77'
L3	N05°55'49"W	10.34'
L4	N84°04'11"E	50.00'
L5	S86°53'53"E	23.71'
L6	N03°06'07"E	140.00'
L7	S02°51'23"W	30.70'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD	BEARING
C1	7.91'	200.00'	2°15'59"	7.91'	N65°38'08"E
C2	32.10'	25.00'	73°33'45"	29.94'	N30°51'03"E
C3	37.25'	25.00'	85°22'23"	33.90'	S48°37'01"E
C4	19.22'	250.00'	4°24'19"	19.22'	S89°06'03"E

STATE PLANE COORDINATE TABLE

STATION	NORTHING (FT)	EASTING (FT)	SCALE FACTOR	CONVERGENCE	LATITUDE	LONGITUDE	ELEVATION	ELEVATION FACTOR	COMBINED SCALE FACTOR
PRM–1	572989.58	1053776.29	0.9999699	–01°27'37"	N30°32'36.5700"	W87°24'21.5339"	130.22'	0.9999938	0.9999637
PRM–2	574036.01	1052743.48	0.9999702	–01°27'43"	N30°32'46.6636"	W87°24'33.6461"	104.68'	0.9999950	0.9999652
PRM–3	573949.61	1053824.18	0.9999702	–01°27'37"	N30°32'46.0814"	W87°24'21.2661"	126.42'	0.9999940	0.9999642

TO CONVERT A GROUND DISTANCE TO A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE AVERAGE COMBINED SCALE FACTOR.

Dewberry
CERTIFICATE OF AUTHORIZATION No. LB 8011
139 E GOVERNMENT STREET PENSACOLA, FLORIDA 32502

SURVEYOR:
GEORGE D. GIBSON, III, PSM
9949 BELLATON AVENUE
DAPHNE, AL 36526
PHONE: 251.929.9799

COVENANTS & RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE_____

PLAT BOOK | PAGE

FINAL PLAT OF
ANTIETAM
(PHASE 1)

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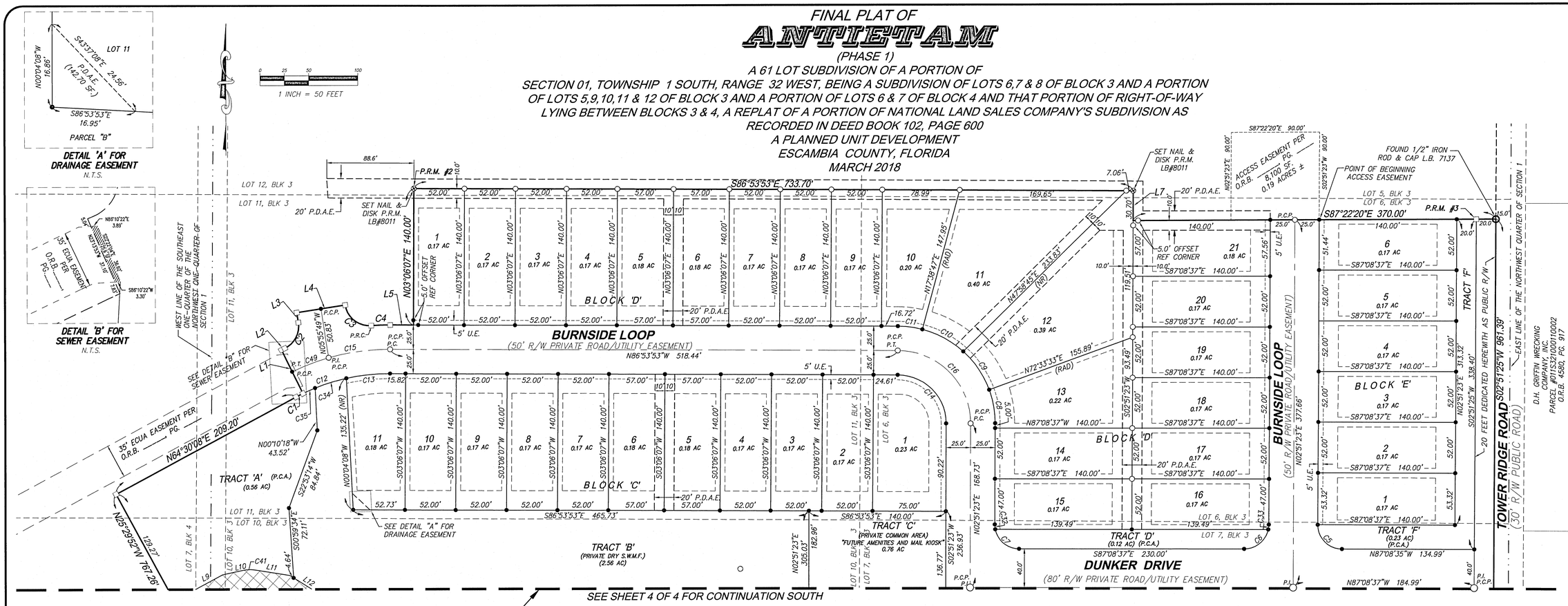
MARCH 2018



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N23°13'53"W	49.97'
L2	N66°46'07"E	3.77'
L3	N05°55'49"W	10.34'
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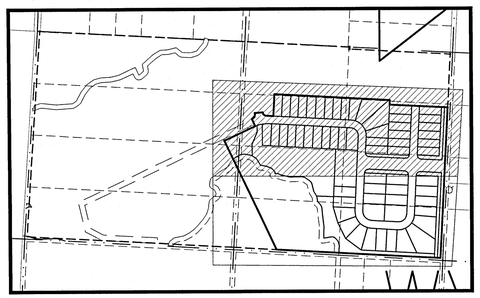
L5	S86°53'53"E	23.71'
L7	S02°51'23"W	30.70'
L9	N64°21'47"E	32.48'
L10	N80°33'09"E	21.83'
L11	S78°09'28"E	36.97'
L12	S54°29'16"E	38.05'
L13	S30°56'26"E	25.63'
L14	S29°27'29"E	17.63'

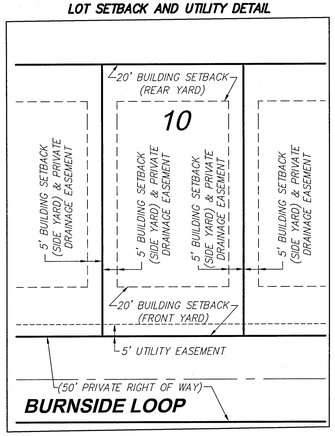
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD	BEARING
C1	7.91'	200.00'	2°15'59"	7.91'	N65°38'08"E
C2	32.10'	25.00'	73°33'45"	29.94'	N30°51'03"E
C3	37.25'	25.00'	85°22'23"	33.90'	S48°37'01"E
C4	19.22'	250.00'	4°24'19"	19.22'	S89°06'03"E
C5	39.27'	25.00'	90°00'00"	35.36'	S42°08'37"E
C6	34.24'	25.00'	78°27'47"	31.62'	S53°37'30"W
C7	34.24'	25.00'	78°27'47"	31.62'	S47°54'44"E
C8	35.43'	100.00'	20°17'50"	35.24'	S07°17'32"E
C9	47.90'	100.00'	27°26'45"	47.45'	S31°09'50"E
C10	47.94'	100.00'	27°28'01"	47.48'	N58°37'13"W
C11	25.38'	100.00'	14°32'40"	25.32'	S79°37'33"E
C12	47.16'	200.00'	13°30'38"	47.05'	S73°31'26"W
C13	44.76'	200.00'	12°49'22"	44.67'	S86°41'26"W
C14	78.33'	50.00'	89°45'16"	70.56'	S42°01'15"E
C15	63.36'	225.00'	16°08'02"	63.15'	N85°02'06"E
C16	117.49'	75.00'	89°45'16"	105.84'	S42°01'15"E
C29	39.27'	25.00'	90°00'00"	35.36'	S47°51'23"W
C30	39.27'	25.00'	90°00'00"	35.36'	N42°08'37"W
C31	39.27'	25.00'	90°00'00"	35.36'	N47°51'23"E
C32	5.03'	25.00'	11°32'11"	5.03'	S02°54'44"E
C33	5.03'	25.00'	11°32'11"	5.03'	N08°37'30"E
C34	33.52'	200.00'	9°36'12"	33.48'	S78°28'39"W
C35	13.64'	200.00'	3°54'26"	13.64'	S68°43'20"W
C41	11.15'	30.00'	21°17'23"	11.08'	S88°48'10"E
C49	40.05'	225.00'	10°11'58"	40.00'	N71°52'06"E



KEY MAP
N.T.S.

Dewberry
CERTIFICATE OF AUTHORIZATION No. LB 8011
139 E GOVERNMENT STREET PENSACOLA, FLORIDA 32502

LOT SETBACK AND UTILITY DETAIL



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= WETLANDS

= 30' WETLAND BUFFER

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●	= SET 1/2" CAPPED IRON ROD L.B. #8011

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
NOTICE: FLORIDA STATUTE 177.091 (27)

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
NOTICE: FLORIDA STATUTE 177.091 (28)

SURVEYOR:
GEORGE D. GIBSON, III, PSM
9949 BELLATON AVENUE
DAPHNE, AL 36526
PHONE: 251.929.9799

COVENANTS & RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE____

PLAT BOOK | PAGE

FINAL PLAT OF
ANTIETAM
(PHASE 1)

A 61 LOT SUBDIVISION OF A PORTION OF SECTION 01, TOWNSHIP 1 SOUTH, RANGE 32 WEST, BEING A SUBDIVISION OF LOTS 6,7 & 8 OF BLOCK 3 AND A PORTION OF LOTS 5,9,10,11 & 12 OF BLOCK 3 AND A PORTION OF LOTS 6 & 7 OF BLOCK 4 AND THAT PORTION OF RIGHT-OF-WAY LYING BETWEEN BLOCKS 3 & 4, A REPLAT OF A PORTION OF NATIONAL LAND SALES COMPANY'S SUBDIVISION AS RECORDED IN DEED BOOK 102, PAGE 600
A PLANNED UNIT DEVELOPMENT
ESCAMBIA COUNTY, FLORIDA
MARCH 2018

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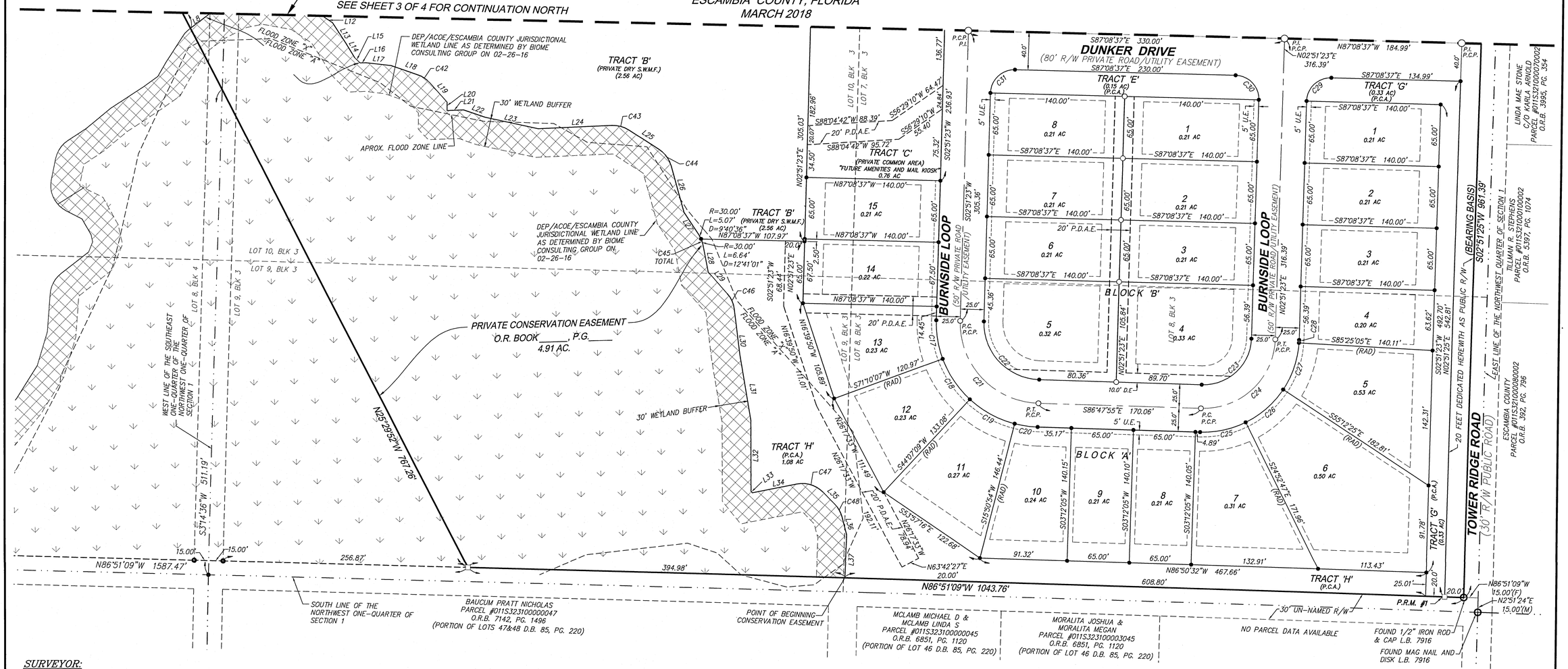
0 25 50 100
1 INCH = 50 FEET



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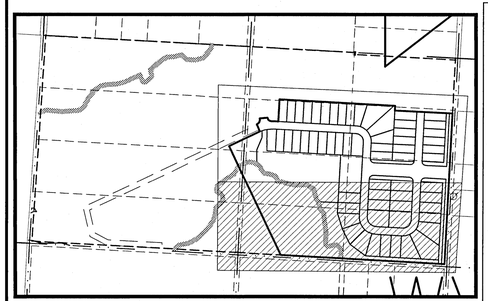
KEY MAP
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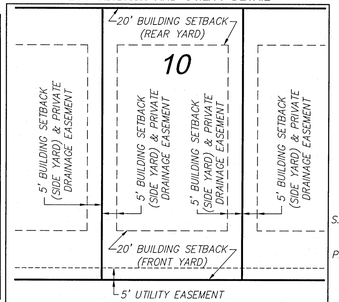
LOT SETBACK AND UTILITY DETAIL



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= 30' WETLAND BUFFER

LINE TABLE		
LINE	BEARING	DISTANCE
L8	N54°23'11"E	24.12'
L12	S54°29'16"E	38.05'
L13	S30°56'26"E	25.63'
L14	S29°27'29"E	17.63'
L15	S43°11'11"E	7.90'
L16	N89°16'23"E	6.35'
L17	S81°43'54"E	26.17'
L18	S69°33'19"E	29.71'
L19	S40°14'45"E	27.26'
L20	S01°54'09"W	8.72'
L21	N89°47'30"E	17.17'
L22	S69°27'42"E	23.94'

LINE TABLE		
LINE	BEARING	DISTANCE
L23	S76°14'27"E	56.51'
L24	N89°31'18"E	77.06'
L25	S55°31'30"E	37.54'
L26	S14°05'20"E	50.94'
L27	S31°50'38"E	28.68'
L28	S09°29'00"E	28.88'
L29	S40°17'27"E	30.35'
L30	S06°30'02"E	48.60'
L31	S07°51'38"E	70.59'
L32	S01°21'32"W	74.28'
L33	S37°12'37"E	2.09'
L34	N80°16'02"E	47.37'
L35	S42°42'29"E	17.72'
L36	S12°54'33"E	19.79'
L37	S03°53'34"W	45.37'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD	BEARING
C17	41.64'	110.00'	21°41'16"	41.39'	N07°59'15"W
C18	51.93'	110.00'	27°02'58"	51.45'	N32°21'22"W
C19	54.28'	110.00'	28°16'16"	53.73'	N60°00'59"W
C20	24.28'	110.00'	12°38'49"	24.23'	N80°28'31"W
C21	133.01'	85.00'	89°39'18"	119.85'	S41°58'16"E
C22	93.89'	60.00'	89°39'18"	84.60'	N41°58'16"W
C23	78.84'	50.00'	90°20'42"	70.92'	N48°01'44"E
C24	118.26'	75.00'	90°20'42"	106.38'	N48°01'44"E
C25	49.01'	100.00'	28°04'52"	48.52'	N79°09'39"E
C26	52.93'	100.00'	30°19'38"	52.32'	S49°57'24"W
C27	52.73'	100.00'	30°12'40"	52.12'	S19°41'15"W
C28	3.01'	100.00'	1°43'32"	3.01'	S03°43'09"W
C29	39.27'	25.00'	90°00'00"	35.36'	S47°51'23"W
C30	39.27'	25.00'	90°00'00"	35.36'	N42°08'37"W
C31	39.27'	25.00'	90°00'00"	35.36'	N47°51'23"E
C42	15.35'	30.00'	29°18'32"	15.18'	S54°54'02"E
C43	18.56'	30.00'	35°27'12"	18.27'	N73°15'06"W
C44	21.70'	30.00'	41°26'10"	21.23'	S34°48'25"E
C45	11.71'	30.00'	22°21'38"	11.63'	N20°39'49"W
C46	18.22'	30.00'	34°47'25"	17.94'	N22°53'44"W
C47	29.86'	30.00'	57°01'29"	28.64'	S71°13'13"E
C48	15.60'	30.00'	29°47'56"	15.43'	N27°48'31"W

Dewberry
CERTIFICATE OF AUTHORIZATION No. LB 8011
139 E GOVERNMENT STREET PENSACOLA, FLORIDA 32502

COVENANTS & RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE_____

PLAT BOOK | PAGE

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14155 **Growth Management Report** **14. 2.**
BCC Regular Meeting **Action**
Meeting Date: 05/17/2018
Issue: Action Item - Covington Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat for Covington Permit #18041060

That the Board take the following action concerning recording of Covington (a 30-lot residential subdivision), located in the Beulah Community and lying off of and north of Mobile Highway (U.S. Highway 90) and west of Beulah Road (County Road 99). Owned and developed by Covington Developers Inc. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the final plat for recording;

B. Approve the street name “Covington Circle”;

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

D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety, for Streets and Drainage improvements.

BACKGROUND:

The preliminary plat with construction plans was approved on August 9, 2017. The Escambia County Public Safety Department approved the street name "Covington Circle," on April 19, 2017. The Development Services Department inspected the improvements on May 9, 2018, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement with Surety will be recorded with the Final Plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement with Surety was reviewed and approved by Meredith Crawford on May 3, 2018.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

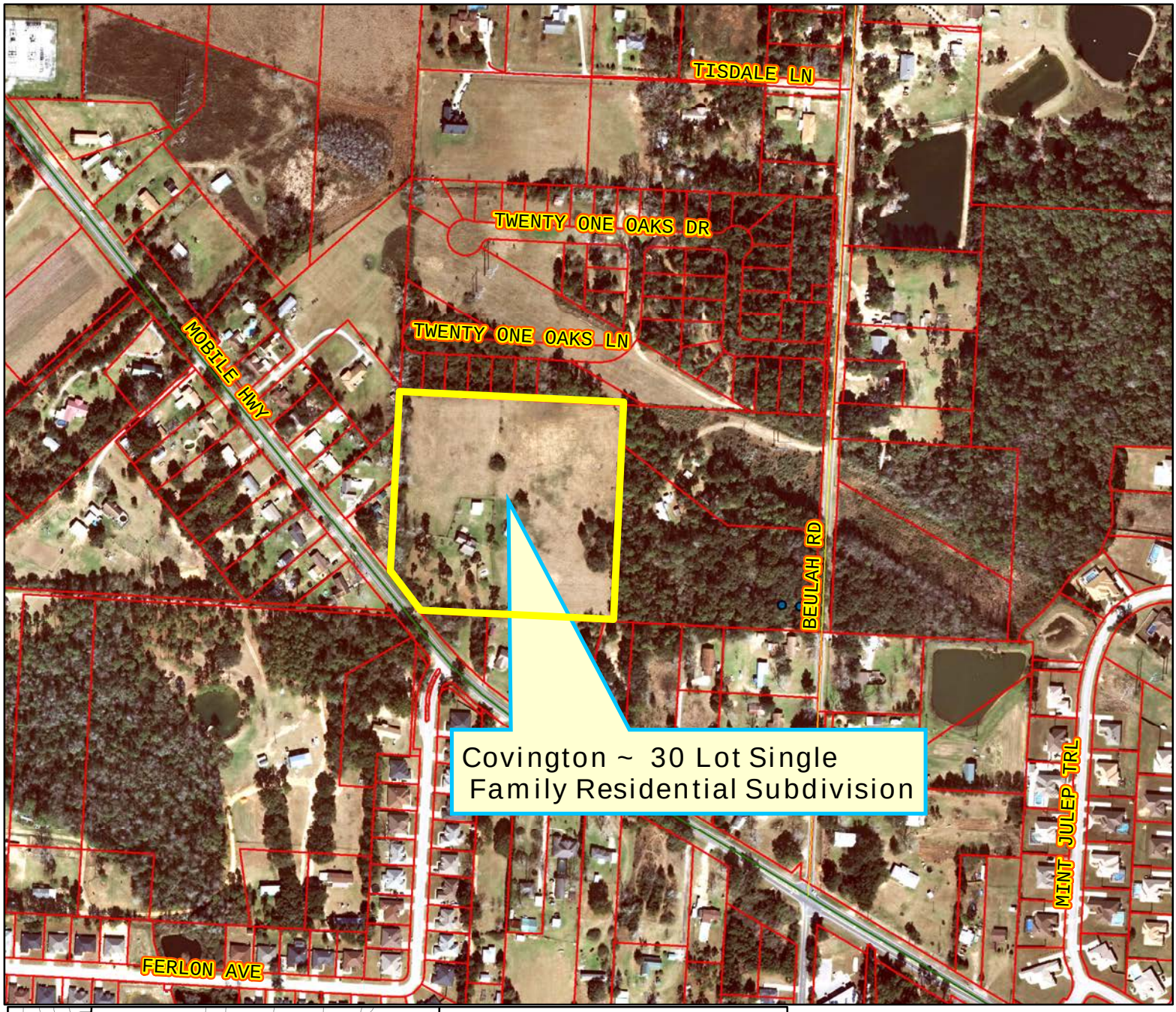
COORDINATION WITH OTHER AGENCIES/PERSONS:

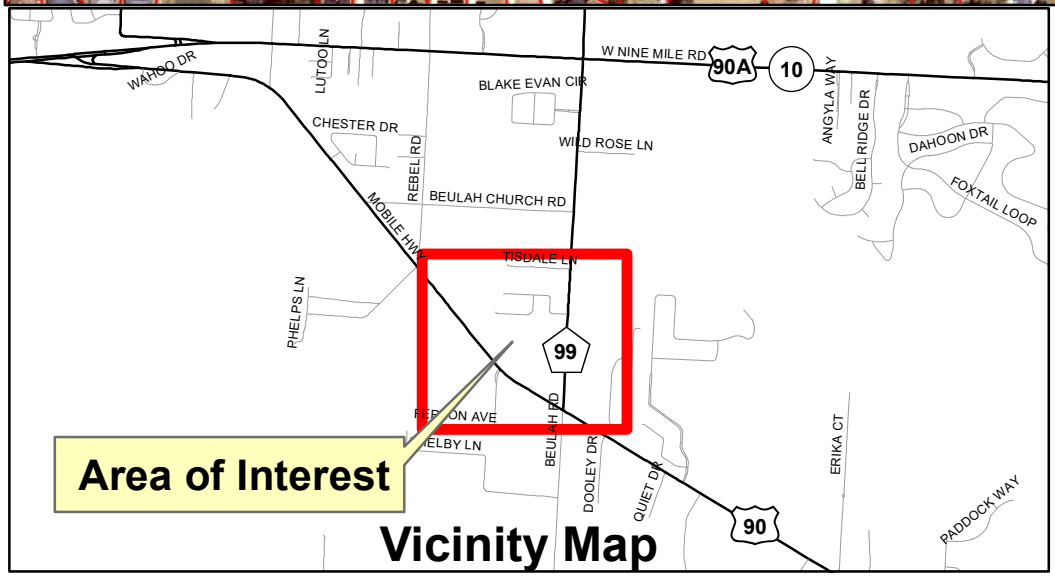
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Letter Approval
Two-Year Warranty Agreement
Infrastructure Maintenance Disclosure Form
Final Plat

Subdivision known as ~ Covington
30 Lot Single Family Residences





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ESCAMBIA COUNTY FLORIDA

Surveying RGG 05/04/2018

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

April 19, 2017

Street Letter Approval

The following name has been submitted for approval:

Covington Circle

The street is located in:

Covington ~~Subdivision~~

The name was requested by:

Hammond Engineering, Inc.

3802 North 'S' Street

Pensacola, FL 32505

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

Michael T. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Prepared by:
Stephen R. Moorhead, Esq.
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, FL 32502
RE-17-1230

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Corporation)**

This Two-Year Warranty Agreement (Agreement) is entered by and between Covington Developers Inc, a corporation organized under the laws of the State of Florida whose address is 1050 Urban Drive, Cantonment, FL 32533 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Covington, a subdivision development, more particularly described as follows:

See attached Exhibit A

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor

ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Dawn McLin
Dawn McLin
(printed name)

WITNESS:

Andrea Bennett
Andrea Bennett
(printed name)

DEVELOPER/OWNER:

Covington Developers Inc, a Florida corporation

By: _____
Ronald A. Johnson, its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of April, 2018, by Ronald A. Johnson, as President of Covington Developers Inc, a Florida corporation. He (✓) is personally known to me, or (___) has produced _____ as identification.

Dawn S. McLin
Signature of Notary

(Notary Seal)

_____
Name of Notary (printed)

DAWN S. MCLIN
Commission # GG 165842
Expires December 13, 2021
Bonded Thru Budget Notary Services

Escambia County, through its Board of County Commissioners

By:_____

_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of _____, 2018

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency
By M Crawford
Title Assistant County Atty
Date 5/3/18

Exhibit A

Legal Description of Development

Commencing at the Southeast corner of Section 7, Township 1 South, Range 31 West, Escambia County, Florida; thence go South 90 degrees 00 minutes 00 seconds West along the South line of said Section a distance of 637.08 feet to the Point of Beginning; thence continue South 90 degrees 00 minutes 00 seconds West along the South line of said Section a distance of 590.37 feet to the intersection of said South line and the Northeasterly Right-of-Way line of Mobile Highway (State Road No. 10-A, 66' R/W); thence go North 41 degrees 56 minutes 50 seconds West along said Northeasterly Right-of-Way line a distance of 132.03 feet; thence departing said Northeasterly Right-of-Way line go North 01 degrees 11 minutes 29 seconds East a distance of 561.92 feet to a point on the South line of Twenty One Oaks, being a subdivision of said Section 7, as recorded in Plat Book 19, Page 47, of the Public Records of said county; thence go South 89 degrees 59 minutes 38 seconds East along the South line of said Twenty One Oaks Subdivision a distance of 668.51 feet; thence departing said South line go South 00 degrees 08 minutes 12 seconds West a distance of 659.92 feet to the Point of Beginning.

Legal description prepared by:

KJM Land Planning, LLC
1616 West Avery Street
Pensacola, FL 32501

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.
If additional space is needed, please check box and attach additional pages.

Name of Subdivision: COVINGTON
Lots & Blocks ALL LOTS **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner)	**Ownership**
Road(s)	ESCAMBIA COUNTY	ESCAMBIA COUNTY
Bridge(s)	N/A	N/A
Retention Pond(s)	ESCAMBIA COUNTY	ESCAMBIA COUNTY
Stormwater Conveyance or Easements (rear yard)	ESCAMBIA COUNTY	ESCAMBIA COUNTY
Easements between lots (side yard)	HOMEOWNER	HOMEOWNER
Sewer Lift Station Central	N/A	N/A
Sewer System	ECUA	ECUA
Water System	ECUA	ECUA
Gas	ESP	ESP
Other (i.e. Clubhouse)	N/A	N/A

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

COVINGTON DEVELOPERS INC
Seller's Name
1050 URBAN DRIVE
Address
CANTONMENT, FL 32533
City, State, Zip Code

AS TO SELLER(S):

Seller's Name: _____ Witness' Name: _____

Seller's Name: _____ Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____ Witness' Name: _____

Buyer's Name: _____ Witness' Name: _____

Effective:

Page ___ of ____. You must note the total number of pages provided in this space.

4/2/2018

Subdivision **COVINGTON**
Engineer **HEI**

Lot	Block	Type of Infrastructure	Responsible Entity	Ownership
1	A	Power - 5' easment along front property line	Gulf Power	Home owner
2	A	Power - 5' easment along front property line	Gulf Power	Home owner
3	A	Power - 5' easment along front property line	Gulf Power	Home owner
3	A	15' public draiange easement along north propertly line	Escamiba County	Home owner
4	A	Power - 5' easment along front property line	Gulf Power	Home owner
4	A	15' public draiange easement along south propertly line	Escambia County	Home owner
5	A	Power - 5' easment along front property line	Gulf Power	Home owner
6	A	Power - 5' easment along front property line	Gulf Power	Home owner
7	A	Power - 5' easment along front property line	Gulf Power	Home owner
8	A	Power - 5' easment along front property line	Gulf Power	Home owner
8	A	20' - utility easement along east property line	ECUA	Home owner
9	A	Power - 5' easment along front property line	Gulf Power	Home owner
9	A	20' - utility easement along west property line	ECUA	Home owner
10	A	Power - 5' easment along front property line	Gulf Power	Home owner
11	A	Power - 5' easment along front property line	Gulf Power	Home owner
11	A	30' - utility easement along southeast property line	ECUA	Home owner
12	A	Power - 5' easment along front property line	Gulf Power	Home owner
12	A	30' - utility easement along northwest property line	ECUA	Home owner
13	A	Power - 5' easment along front property line	Gulf Power	Home owner
14	A	Power - 5' easment along front property line	Gulf Power	Home owner
15	A	Power - 5' easment along front property line	Gulf Power	Home owner
16	A	20' - utility easement along south property line	ECUA	Home owner
17	A	Power - 5' easment along west property line	Gulf Power	Home owner
17	A	20' - utility easement along north property line	ECUA	Home owner
18	A	Power - 5' easement along front property line	Gulf Power	Home owner
19	A	Power - 5' easement along front property line	Gulf Power	Home owner
20	A	Power - 5' easment along front property line	Gulf Power	Home owner
21	A	Power - 5' easement along front property line	Gulf Power	Home owner
22	A	Power - 5' easement along front property line	Gulf Power	Home owner
1	B	Power - 5' easement along front property line	Gulf Power	Home owner
2	B	Power - 5' easement along front property line	Gulf Power	Home owner
3	B	Power - 5' easement along front property line	Gulf Power	Home owner
4	B	Power - 5' easement along front property line	Gulf Power	Home owner
5	B	Power - 5' easement along front property line	Gulf Power	Home owner
6	B	Power - 5' easement along front property line	Gulf Power	Home owner
7	B	Power - 5' easement along front property line	Gulf Power	Home owner
8	B	Power - 5' easement along front property line	Gulf Power	Home owner

A FINAL PLAT OF

COVINGTON

A 30 LOT RESIDENTIAL SUBDIVISION OF A PORTION OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST ESCAMBIA COUNTY, FLORIDA

ZONED: LDR FLU: MU-S

MAY 2018

OWNER / DEVELOPER:
COVINGTON DEVELOPERS, INC.
RONALD JOHNSON, PRESIDENT
1050 URBAN DRIVE
CANTONMENT, FL 32533
(850) 982-9657

KJM
Land Planning, LLC.
MICHAEL WATTS AUSTIN
1616 W. Avery St.
Pensacola, FL 32501
850-438-0202 Fax 850-438-1307

HAMMOND ENGINEERING, INC.
THOMAS G. HAMMOND, JR.
PROFESSIONAL ENGINEER
3802 NORTH "S" STREET
PENSACOLA, FLORIDA 32505
(850) 434-2603

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
5-9-18
Date
DRC Chairman Signature
Development Services Director/Designee
This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not constitute relief from responsibility of details as to Development other signatory from responsibility of details as to Development Order must be obtained from the Development Services Director prior to the commencement of any construction. This approval by the DRC does not constitute approval by any other agency. All additional permits shall be provided to the county prior to application for a final plat or the issuance of a building permit.

SURVEYORS NOTES:

-ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
-ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
-ERROR OF CLOSURE MEETS STANDARDS OF PRACTICE.
-THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.
-BASIS OF BEARING: SOUTH LINE OF SECTION 7 AS S90°00'00"W. (ASSUMED)
-REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF OFFICIAL RECORDS BOOK 6444, PAGE 1558; COPY OF COUNTY PROPERTY APPRAISERS MAP OF SECTION 7; COPY OF FLORIDA DEPARTMENT OF TRANSPORTATION MAP No. 2186801, AS DATED 08/28/01; COPY OF PLAT OF TWENTY ONE OAKS, PLAT BOOK 19, PAGES 47 & 47A.
-THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7919.

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 637.08 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 590.37 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MOBILE HIGHWAY (STATE ROAD No. 10-A, (R/W WIDTH VARIES);
THENCE GO NORTH 41 DEGREES 56 MINUTES 50 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 132.03 FEET;
THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE GO NORTH 01 DEGREES 11 MINUTES 29 SECONDS EAST A DISTANCE OF 561.92 FEET TO A POINT ON THE SOUTH LINE OF TWENTY ONE OAKS, BEING A SUBDIVISION OF SAID SECTION 7, AS RECORDED IN PLAT BOOK 19, PAGE 47 OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE GO SOUTH 89 DEGREES 59 MINUTES 38 SECONDS EAST ALONG THE SOUTH LINE OF SAID TWENTY ONE OAKS SUBDIVISION A DISTANCE OF 668.51 FEET;
THENCE DEPARTING SAID SOUTH LINE GO SOUTH 00 DEGREES 08 MINUTES 12 SECONDS WEST A DISTANCE OF 659.92 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.12 ACRES, MORE OR LESS.

NOTES:

1. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

2. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, BEING IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF FLORIDA STATUTES 177.091 (28).

3. THERE ARE 10-FOOT PRIVATE DRAINAGE EASEMENTS ALONG EACH LOT PROPERTY LINES, BEING 5-FOOT ON EACH LOT. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW. (SEE DETAIL ON LOTS 1, 2, 7, AND 8, BLOCK "B")

4. FENCES OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN 15' PUBLIC DRAINAGE/ACCESS EASEMENTS. THESE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.

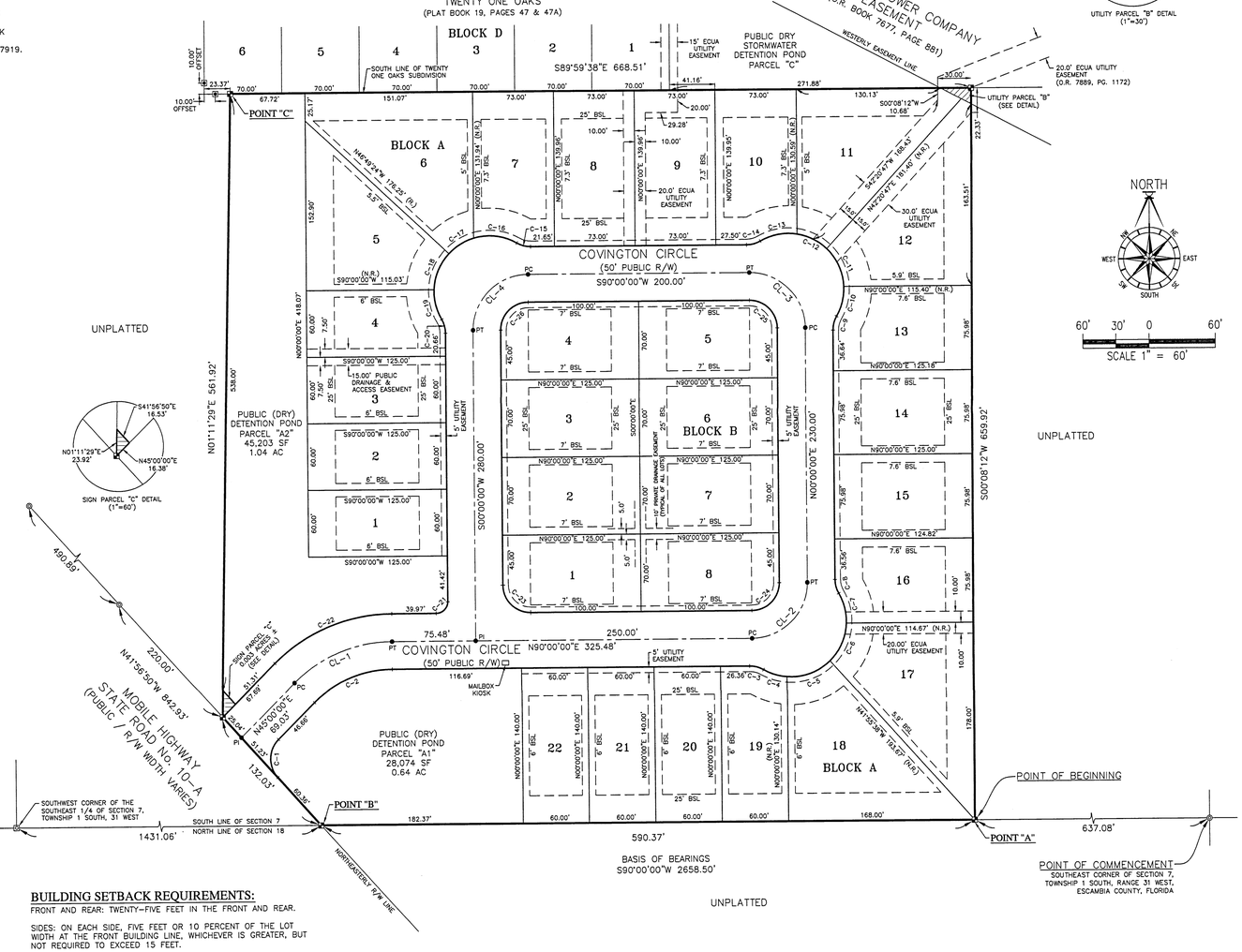
5. NO BUILDING ON LOTS WITH PERMANENT WATER TABLE LESS THAN 2 FEET.

6. THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT AND 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAINS. NO BFE'S OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBERS 12033C0270G, MAP REVISION DATED SEPTEMBER 29, 2006.

7. TOTAL NUMBER OF LOTS = 30.

CENTERLINE CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
CL-1	125.00'	45°00'00"	98.17'	95.67'	S67°30'00"W
CL-2	50.00'	90°00'00"	78.54'	70.71'	N45°00'00"E
CL-3	50.00'	90°00'00"	78.54'	70.71'	N45°00'00"W
CL-4	50.00'	90°00'00"	78.54'	70.71'	S45°00'00"W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-1	25.00'	86°56'50"	37.94'	34.40'	S01°31'35"W
C-2	100.00'	45°00'00"	78.54'	76.54'	S67°30'00"W
C-3	25.00'	29°56'19"	13.06'	12.92'	N75°01'51"W
C-4	50.00'	25°35'23"	22.33'	22.15'	S72°51'23"E
C-5	50.00'	48°27'24"	42.29'	41.04'	N70°07'14"E
C-6	50.00'	43°36'32"	38.06'	37.14'	N24°05'16"E
C-7	50.00'	32°13'13"	28.12'	27.75'	N13°49'36"W
C-8	25.00'	29°56'13"	13.06'	12.91'	S14°58'06"E
C-9	25.00'	29°56'13"	13.06'	12.91'	S14°58'06"W
C-10	50.00'	32°07'53"	28.04'	27.67'	N13°52'16"E
C-11	50.00'	43°55'43"	38.33'	37.40'	N24°09'31"W
C-12	50.00'	34°35'41"	30.19'	29.73'	N63°25'13"W
C-13	50.00'	39°13'15"	34.23'	33.56'	S79°40'19"W
C-14	25.00'	29°56'19"	13.06'	12.92'	N75°01'51"E
C-15	25.00'	29°56'19"	13.06'	12.92'	S75°01'51"E
C-16	50.00'	46°06'17"	40.23'	39.16'	N83°06'50"W
C-17	50.00'	30°39'26"	26.75'	26.44'	S58°30'18"W
C-18	50.00'	40°58'56"	35.76'	35.01'	S22°41'08"W
C-19	50.00'	32°07'53"	28.04'	27.67'	S13°52'16"E
C-20	25.00'	29°56'13"	13.06'	12.91'	N14°58'06"W
C-21	10.50'	90°00'00"	16.49'	14.85'	N45°00'00"E
C-22	150.00'	45°00'00"	117.81'	114.81'	S67°30'00"W
C-23	25.00'	90°00'00"	39.27'	35.36'	S45°00'00"E
C-24	25.00'	90°00'00"	39.27'	35.36'	N45°00'00"E
C-25	25.00'	90°00'00"	39.27'	35.36'	N45°00'00"W
C-26	25.00'	90°00'00"	39.27'	35.36'	S45°00'00"W



BUILDING SETBACK REQUIREMENTS:

FRONT AND REAR: TWENTY-FIVE FEET IN THE FRONT AND REAR.

SIDES: ON EACH SIDE, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.

LEGEND:

- ■ –FOUND 4"x4" CONCRETE MONUMENT L.B. #7919
- ⊠ –FOUND PLAIN 4" ROUND CONCRETE MONUMENT
- ◎ –FOUND PLAIN 1" IRON PIPE
- ◪ –SET 4"x4" CONCRETE MONUMENT L.B. #7919 (P.R.M.)
- ● –SET 1/2" ALLOY CAPPED IRON ROD L.B. #7919 (P.C.P.)

PSM –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
BSL –BUILDING SETBACK LINE
R/W –RIGHT-OF-WAY
PI –POINT OF INTERSECTION
PC –POINT OF CURVATURE
PT –POINT OF TANGENCY
(R.) –RADIAL
(N.R.) –NON-RADIAL
O.R. –OFFICIAL RECORDS
PG. –PAGE
ECUA –EMERALD COAST UTILITIES AUTHORITY
P.R.M –PERMANENT REFERENCE MONUMENT
P.C.P.–PERMANENT CONTROL POINT

NOTE:

TIES TO THE ESCAMBIA COUNTY GPS NETWORK WERE MADE IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE. ALL GEOGRAPHIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO NAD 83 DATUM. (NGS 1990). ELEVATIONS AS SHOWN HEREON ARE REFERENCED FROM COAST AND GEODETIC SURVEY BENCHMARK No. "C 303", HAVING A PUBLISHED ELEVATION OF 121.68' (NAVD88).

STATE PLANE COORDINATE TABLE								
STATION	NORTHING (FT.)	EASTING (FT.)	SCALE FACTOR	CONVERGENCE	LATITUDE (N)	LONGITUDE (W)	ELEVATION	COMBINED SCALE FACTOR
POINT "A"	564654.10'	1060783.65'	0.9999674	-01°26'55.72"	30°31'15.8519"	87°22'59.0161"	116.96'	0.9999830
POINT "B"	564686.66'	1060194.19'	0.9999674	-01°26'59.12"	30°31'16.0265"	87°23'05.7627"	112.21'	0.9999831
POINT "C"	565349.873'	1060154.13'	0.9999676	-01°26'59.44"	30°31'22.5790"	87°23'06.4123"	117.37'	0.9999831

TO CONVERT GRID DISTANCE TO GROUND DISTANCES MULTIPLY GROUND DISTANCE BY AVERAGE COMBINED SCALE FACTOR

CLERK OF THE CIRCUIT COURT CERTIFICATE OF APPROVAL

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.011 THROUGH 177.151 OF THE 1998 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2018, AND FILED IN PLAT BOOK _____ AT PAGE _____ OF SAID COUNTY.

_____ SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL

COMMISSIONERS OF ESCAMBIA COUNTY,
STATE OF FLORIDA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2018 WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT WAS INSTRUCTED TO SO CERTIFY HEREON.

_____ SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2018.

_____
JOSEPH BARRETT, P.S.M., COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6260

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT COVINGTON DEVELOPERS, INC., A FLORIDA CORPORATION AS OWNER AND DEVELOPER OF THE LAND DESCRIBED HEREIN, AND PLATTED HEREON AS COVINGTON ("THE LAND") HEREBY DEDICATE TO THE PUBLIC: ALL ROADS AND RIGHTS-OF-WAY, THE 15' DRAINAGE & ACCESS EASEMENT, PUBLIC DRY DETENTION POND PARCELS "A1" AND "A2"; AND TO EMERALD COAST UTILITIES AUTHORITY: THE 20' ECUA EASEMENT, AND THE 30' ECUA UTILITY EASEMENT, AND TO GULF POWER COMPANY: UTILITY PARCEL "B"; AND TO THE COVINGTON HOME OWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION: THE SIGN PARCEL "C"; AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

COVINGTON DEVELOPERS, INC.
A FLORIDA CORPORATION

WITNESS _____ BY: RONALD JOHNSON
PRINTED NAME _____ ITS: PRESIDENT
WITNESS _____
PRINTED NAME _____
WITNESS _____ BY: AARON GRANAT
PRINTED NAME _____ ITS: VICE PRESIDENT
WITNESS _____
PRINTED NAME _____

ACKNOWLEDGEMENT

COUNTY OF ESCAMBIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018, BY RONALD JOHNSON, PRESIDENT OF COVINGTON DEVELOPERS, INC., HE IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

_____
NOTARY PUBLIC
STATE OF FLORIDA

MY COMMISSION EXPIRES

CERTIFICATE OF ATTORNEY:

I, STEPHEN R. MOORHEAD, AS A MEMBER OF THE FLORIDA BAR AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, ARTICLE IV.
SIGNED THIS _____ DAY OF _____, 2018.

_____
STEPHEN R. MOORHEAD
127 PALAFOX PLACE, SUITE 500
PENSACOLA, FL 32502

ENGINEER'S CERTIFICATE:

I, THOMAS G. HAMMOND, JR., AS THE ENGINEER OF RECORD FOR COVINGTON, HEREBY CERTIFY ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

THOMAS G. HAMMOND, JR., P.E.
PROFESSIONAL ENGINEER #34574
STATE OF FLORIDA

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES IN ALL RESPECTS WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 – 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS, AND PERMANENT CONTROL POINTS, HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON

SIGNED THIS 9 DAY OF May, 2018

MICHAEL WATTS AUSTIN
PROFESSIONAL SURVEYOR AND MAPPER #5458
STATE OF FLORIDA

KJM LAND PLANNING, LLC.
1616 W. AVERY ST.
PENSACOLA, FL 32501
LICENSED BUSINESS #7919.

SEAL

RESTRICTIVE COVENANTS FILED OFFICIAL RECORD BOOK _____ PAGE _____

PLAT BOOK _____ PAGE _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14121 **Growth Management Report 14. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/17/2018
Issue: Schedule of a Public Hearing
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

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

June 7, 2018

5:48 p.m. - A Public Hearing - HC/LI Residential and Industrial Use Changes Ordinance (second 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.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14144 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Adoption of Resolution–Escambia County HFA Multifamily Housing Revenue Bonds-Affordable Housing Project (Springhill Apartments in Madison County, FL)
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Multifamily Housing Revenue Bonds for Affordable Housing Project (Springhill Apartments located in Madison County, Florida) - JoLinda Herring, Bryant Miller Olive P.A. and Patricia D. Lott, Escambia County Housing Finance Authority

That the Board adopt the Resolution approving the plan of finance therein described and the issuance and sale of not exceeding $5,500,000 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 Madison County, Florida.

BACKGROUND:

Springhill Apartments, LLC, a Florida limited liability company or its affiliate (the ”Borrower”), has requested that the Authority issue the above-referenced Bonds to finance or refinance the acquisition, upgrading, reconditioning, rehabilitation, improving and beautification by the Borrower of an existing multi-family rental housing facility (and associated capital expenditures) (the “Affordable Housing Project”) within the territorial limits of Madison County, Florida, and to pay certain costs of issuance in connection therewith. A minimum of $35,000 per unit will be expended for rehabilitation of the complex. Because the proposed financing will involve tax-exempt bonds, Federal law requires that public hearings be approved by elected officials following public hearings in both the county where the facility is located (Madison County) and in Escambia County. Both the Madison County Board and the Escambia Board previously approved this project by Madison County Resolution 2015-12-09 and Escambia County Resolution 2015-171, on

December 9, 2015 and December 10, 2015, respectively. After a number of attempts to secure highly competitive State Apartment Incentive Loan ("SAIL") and 4% housing tax credit financing through Florida Housing Finance Corporation ("FHFC"), dating back to 2012, the Affordable Housing Project was selected for funding by FHFC in December 2017. The Borrower has requested the Authority to work to update the various approvals concerning the multifamily housing bonds. It is expected that the proceeds of the bonds will be used along with the SAIL financing from FHFC, syndication of 4% tax credits, and long-term financing from the U.S. Department of Housing and Urban Development, to fully fund the costs of the plan of finance. Accordingly, the Madison Board conducted a new TEFRA hearing on May 9, 2018, and adopted a new resolution of approval, further endorsing the need for this Project in Madison County. An additional public hearing concerning the Affordable Housing Project was held at the Authority's offices in Pensacola on May 4, 2018. The results of the May 4, 2018 hearing have been provided to the Escambia Board in the form of the Report of Hearing Officer attached to the Resolution as Exhibit A. The new Resolution is in substantially the same form as the resolution adopted by the Escambia County Board on December 10, 2015, except that the not-to-exceed amount was increased to provide for the possibility of price increases and financing contingencies, along with the decreased value of tax credits resulting from the passage of the 2017 Tax Reform Legislation. Under the terms of standard financing documents, the Borrower is responsible for use and operation of the Affordable Housing Project, and the Bonds will not obligate the credit of the Authority or the County or pose any obligation or liability for the County. Bryant Miller Olive, P.A., the County's Bond Counsel, will serve as Bond Counsel and Disclosure Counsel for the issue.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Affordable Housing Project or the Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's Bond Counsel, Bryant Miller Olive, P.A., will review the documents on behalf of the County to ensure that the County has no liability or obligation under the Bonds, and, to the extent required, the County's Disclosure Counsel, Nabors, Giblin & Nickerson, P.A., will review the documents on behalf of the County to insure federal and state law disclosure requirements are satisfied to assure the County's interests are protected.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance. The Affordable Housing Project will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing. Approval of the Affordable Housing Project will allow the Authority to comply with its statutory mission to assist persons in obtaining safe and adequate housing.

IMPLEMENTATION/COORDINATION:

None.

Attachments

Resolution

RESOLUTION NO. R2018-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING $5,500,000 MULTI-FAMILY HOUSING REVENUE BONDS BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN THE FINANCING OF THE COSTS OF ACQUIRING, UPGRADING, RECONDITIONING, REHABILITATING, IMPROVING AND BEAUTIFYING A MULTI-FAMILY HOUSING PROJECT LOCATED IN THE STATE OF FLORIDA; GRANTING OTHER APPROVALS REQUIRED BY FEDERAL LAW AND BY COUNTY ORDINANCE NO. 80-12, AS AMENDED; AUTHORIZING THE AUTHORITY TO ENTER INTO FINANCING AGREEMENTS AND OTHER INSTRUMENTS IN CONNECTION WITH THIS BOND ISSUE; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS BY THE AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, as amended (the "Act"), provides for the creation of a housing finance authority in each county in the State of Florida (the "State") for the purpose of alleviating a shortage of housing available at prices or rentals which persons of moderate, middle, or lesser income can afford, and a shortage of capital for investment in such housing; and

WHEREAS, on May 29, 1980, the Board of County Commissioners (the "Board") enacted Ordinance No. 80-12, as amended by Ordinance No. 2003-8 enacted on March 20, 2003 (collectively, the "Ordinance") creating the Escambia County Housing Finance Authority (the "Authority") and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, pursuant to the provisions of the Act, on June 9, 2015, the Authority adopted its Resolution No. 2015-04 (the "Resolution") indicating its intent to issue its revenue bonds in one or more series (collectively, the "Bonds"), for the purpose of facilitating the plan of finance consisting of the financing or refinancing of the acquisition, upgrading, reconditioning, rehabilitation, improving and beautification by Springhill Apartments, LLC (the "Borrower") of an existing multi-family rental housing facility (and associated capital expenditures) (the "Affordable Housing Project") known as Springhill Apartments (also known as Madison Heights Apartments), which presently contains approximately 76 units within the territorial limits of Madison County, Florida (the "Plan of Finance"), to the end that the Authority may be able to

improve the prosperity and welfare of the State and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing, and to finance the cost of such qualifying housing development and related facilities by the issuance of its revenue bonds; and

WHEREAS, the Board of County Commissioners of Madison County has granted to the Authority "area of operation" authority within Madison County with respect to the financing of the Springhill Apartments Project and has requested that the Board favorably consider approval of the issuance of the Bonds by the Authority; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, on December 10, 2015, the Board adopted its resolution R2015-171 approving the Plan of Finance and the issuance and sale of the Bonds in an amount not to exceed $4,500,000; and

WHEREAS, with the recent selection of the Affordable Housing Project for financing through Florida Housing Finance Corporation (the "FHFC"), new approvals are necessary; and

WHEREAS, due to increased costs of the Springhill Apartments Project since 2015, the Authority provided notice of a public hearing for not to exceed $5,500,000 principal amount of bonds; and

WHEREAS, pursuant to the requirements of the Code, a public hearing was scheduled for May 4, 2018 at 2:00 p.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the Authority has presented the Board with a report of such public hearing (the "Report"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Madison County Board of County Commissioners, on May 9, 2018, held a public hearing in accordance with the requirements of Section 147(f) of the Code, and following such public hearing adopted its resolution approving the issuance of the Bonds by the Authority in an amount not exceeding $5,500,000; and

WHEREAS, pursuant to the Ordinance and Section 147(f) of the Code, the Board desires to approve the Plan of Finance and the issuance and sale of the Bonds, to express its approval of the action taken by the Authority and its officials pursuant to the Resolution, and to grant all other approvals required by the Ordinance in connection therewith;

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Board on April 20, 2018, not less than fourteen (14) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record. The Board hereby approves the Report.

SECTION 2. PLAN OF FINANCE, BONDS AND OTHER ACTIONS APPROVED.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Plan of Finance and the issuance by the Authority of the Bonds in the not exceeding amount set forth herein for the purposes herein described and further grants approval (i) of such agreements, indentures, instruments, certifications, applications for bond volume allocation and/or housing tax credits and other documents as may be necessary or convenient or as may be requested by the Borrower to effect, the Plan of Finance and (ii) to take any other action as may be required by the Ordinance.

SECTION 3. NO LIABILITY OF THE COUNTY; COMPLIANCE WITH ARTICLE 46 OF THE ESCAMBIA COUNTY CODE.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the bonds for suitability of investment. The Authority, the Borrower and Springhill Apartments, LLC, the managing member of the Borrower and as the sponsor, shall comply with the applicable provisions of Chapter 46, Article VII of the Escambia County Code.

SECTION 4. REPEALING CLAUSE.

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 5. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 17th day of May, 2018.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legality:

By: _____
Alison P. Rogers, County Attorney

EXHIBIT "A"

REPORT OF HEARING

[Follows]

EXHIBIT A

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority (the "Authority"), a body corporate and politic organized and existing under the provisions of Chapter 159, Part IV, Florida Statutes, Escambia County, Florida Ordinance Nos. 80-12 and 2003-8, as amended, and other provisions of law, with respect to a public hearing scheduled and held by the Authority on May 4, 2018, for the proposed issuance and sale from time to time of the Authority's not to exceed $5,500,000 Multifamily Housing Revenue Bonds (Springhill Apartments Project), Series 2018 (the "Bonds"). The proposed Bonds will be issued on behalf of Springhill Apartments, LLC, a Florida limited liability company or its affiliate (the "Borrower"), whose principal place of business is 2409-A Mall Drive, North Charleston, South Carolina 29406. The proceeds of the Loan are expected to be loaned to the Borrower to finance or refinance the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification (and any related and necessary site or infrastructure improvements) by the Borrower of an existing multifamily rental housing facility presently containing 76 units known as Springhill Apartments (also known as Madison Heights Apartments), located at 500 SW Bum Gardener Drive, Madison, Florida 32340 (the "Project").

The public hearing was duly advertised in the *Pensacola News Journal* on April 20, 2018, a newspaper of general circulation in Escambia County, Florida. The proof of publication was presented to me at such hearing, and a copy is attached hereto as **Appendix A-1** (the "Notice") and the verbatim transcript of the Public Hearing as **Appendix A-2**.

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Project. Information about the proposed Bonds, the location of the Project and the Borrower, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input.

No interested parties were in attendance at the public hearing.

No written communications were received.

The undersigned then concluded the hearing.

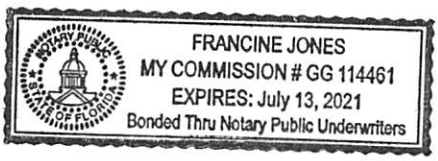
Respectfully submitted,

Pat Lott, Executive Director
Escambia County Housing Finance Authority

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, Francine Jones, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Pat Lott, Executive Director of the Escambia County Housing Finance Authority, who is personally known to me, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, under my hand and notarial seal this 4th day of May, 2018.



Francine Jones

My Commission #: GG 114461
My Commission Expires: July 13, 2021

Appendix A-1

Notice

[Follows]

PENSACOLA News Journal pnj.com

Affidavits Requested:
1

Fran Jones, Assistant to the Directo Escambia County Housing Finance Authority
ESCAMBIA HOUSING FINANCE AUTHO
700 SOUTH PALAFOX STREET, SUITE 310

PENSACOLA FL 32502

RECEIVED
APR 24 2018
BY: DKH

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF PUBLIC HEARING

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

04/20/18

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

Sworn to and Subscribed before me this 20th of April 2018, by Brittni Lynne Pennington who is personally known to me

Brittni Lynne Pennington
Affiant

Michele M. Potter
Notary Public for the State of Florida
My Commission expires June 30, 2018

MICHELE M. POTTER
Notary Public - State of Florida
Comm. Expires June 30, 2018
Comm. No. FF 137644

Publication Cost: $298.18
Ad No: 0002870577
Customer No: PNJ-26713900

NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Escambia County Housing Finance Authority (the "Authority"), for and on behalf of the Board of County Commissioners of Escambia County, Florida, will hold a public hearing at 2:00 p.m. on Friday, May 4, 2018, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, to consider a plan of finance for the issuance of bonds for the following purposes:

The Authority proposes to issue not exceeding $5,500,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series and loan the proceeds of such Bonds to Springhill Apartments, LLC, a limited liability company of the State of Florida, whose principal place of business is 2409-A Mall Drive, North Charleston, South Carolina 29406, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner (as applicable, the "Borrower") for the purpose of financing or refinancing the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification by the Borrower of an existing multifamily rental housing facility presently containing 76 units known as Springhill Apartments (also known as Madison Heights Apartments), located at 150 SW Bum Gardener Drive, Madison, Florida 32340 (the "Apartments"), to provide rental housing facilities for persons of low, very low, middle, and moderate income. The Apartments will be owned and operated by the Borrower.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues derived from the financing agreement with the Borrower. The Bonds and interest thereon shall never pledge the taxing power, or constitute the debt or indebtedness of the Authority, Escambia County, Florida, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Authority has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance regarding the Project cited above. Prior to said public hearing, written comments may be delivered to the Executive Director of the Authority at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. All persons are advised that, if they decide to appeal any decision made by the Authority with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning this public hearing to the Board of County Commissioners, Escambia County, Florida, for issuer approval as the applicable elected representative for the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) business days prior to the hearing.

Sandra J. Ward, Chairman
Escambia County Housing Finance Authority
Legal No. 2870577 1T April 20, 2018

Appendix A-2

Transcript

[Follows]

TEFRA HEARING PROCEDURES

PAT LOTT: Good afternoon. It is now approximately two minutes after 2:00 pm. I am Patricia Lott, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority. This public hearing is being held on Friday, May 4, 2018, at 2:00 p.m., or shortly thereafter, in connection with a plan of finance for the issuance of conduit bonds of the Authority in Madison County. This is a public hearing held by the Escambia County Housing Finance Authority as required under the federal tax laws for the purpose of issuing tax-exempt bonds for the purpose more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Multifamily Housing Revenue Bonds by the Escambia County Housing Finance Authority for this project. The Authority will be the issuer of the bonds. Mr. Wilkerson, would you state the date of publication for the Notice of Public Hearing?

RANDY WILKERSON: Yes, the Notice of Public Hearing was published in the *Pensacola News Journal* on April 20, 2018.

PAT LOTT: Thank you very much. The Notice of Public Hearing and Proof of Publication are accepted into the record. I will waive the reading of the public hearing notice, as I have a proof of publication here before me.

PAT LOTT: What amount of Bonds will be issued for the project?

RANDY WILKERSON: In Madison County, the bond amount will not exceed $5.5 million.

PAT LOTT: Where will the proceeds of these bonds be used?

RANDY WILKERSON: The proceeds of these bonds will be used in Madison County, Florida as described in the Notice of Public Hearing. In general, the proceeds will be used as follows:

In Madison County, the bonds will be used to acquire, renovate and update an existing 76-unit multi-family residential rental housing facility to be known as Springhill Apartments, and currently known as Madison Heights Apartments.

The governing board of Madison County adopted a resolution on October 3, 2012, for the purpose of extending the area of operation of the Authority to such jurisdiction, for the financing of this project.

PAT LOTT: Mr. Wilkerson will you please state the address of the Project?

RANDY WILKERSON: The address of the project is 500 SW Bum Gardener Drive, Madison, Florida 32340.

PAT LOTT: What is the public purpose of these bonds?

RANDY WILKERSON: Through the program to be financed with the Bonds, the Authority will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing.

PAT LOTT: Are there any questions or comments from the public concerning the Madison County Bond issue? For the record, please note that there is nobody from the public in attendance. Mr. Wilkerson, has the Authority received any oral or written communication concerning the Madison County Bond issue?

RANDY WILKERSON: No, it has not.

PAT LOTT: Having established a public purpose and use of the bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further comments this public hearing is closed at 2:12 p.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14102 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Community Redevelopment Agency Meeting Minutes, March 15, 2018
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 15, 2018 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the March 15, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On May 17, 2018, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMinutes-March152018

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
March 15, 2018
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Commissioner, District 3 - Chairman Lumon May
	Commissioner, District 1 - Vice Chair Jeff Bergosh
	Commissioner, District 2 Doug Underhill
	Commissioner, District 4 Grover Robinson, IV
	Commissioner, District 5 Steven Barry
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Tonya Gant, Department Director
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant
	Judy Witterstaeter, Agenda Program Coordinator

Call to Order.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 15, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the March 15, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Grover Robinson, IV

Vote: 5 - 0

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following four Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Milton C. Patejdl, owner of residential property located at 508 South First Street, Warrington Redevelopment District, each in the amount of $2,100 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

2. The Agreements between Escambia County CRA and Willard C., Jr. and Mary Jane Turner, owners of residential property located at 104 Payne Road, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows and storm shutter installation;

3. The Agreements between Escambia County CRA and Robert F. and Carolyn A. Wilson, owners of residential property located at 428 South First Street, Warrington Redevelopment District, each in the amount of $3,370, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

4. The Agreements between Escambia County CRA and James W. Lent, Jr. and Joanne M., Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13, owners of residential property located at 25 Manor Drive, Warrington Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

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

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill **Approved 4-0, with Commissioner Bergosh temporarily out of Board Chambers**

Vote: 4 - 0

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

That the Board take the following action concerning the cancellation of 11 Residential Rehab Grant Program Liens:

A. Approve the following cancellations of 11 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
Thomas F. Alger and Patricia D. Alger	218 Bryant Road	$1,250
James F. Irby, IV	220 Bryant Road	$1,361
Winston O. Hanks and Susan J. Hanks	211 Sunset Avenue	$2,100
James D. Andrews	118 Southeast Kalash Road	$1,150

Carol H. Boynton	305 Greve Road	$4,390
Verlon L. Trozal	415 Greve Road	$1,592
Kathleen S. Shelton-Lowe	303 West Sunset Avenue	$1,250
Errol Fogarty	406 East Sunset Avenue	$2,420
Arthur Moore and Mary Jane Moore	617 Lakewood Road	$2,162
Ishmeal T. and Nancy M. Damaso	2502 West Lloyd Street	$2,185
Michael and Melissa Pino	415 Southeast Baublits Drive	$6,000

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

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill

Vote: 5 - 0

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

That the Board take the following action concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

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

Property Owner	Address	Amount
Dang & Nguyen Enterprise, LLC	3201 Mobile Highway	$5,443
LOJ, LLC	3470 North Pace Boulevard	$962

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

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill

Vote: 5 - 0

IV. Discussion/Information Items:

Board authorize CRA Staff to place all CRA Grants (Residential Rehab and Commercial) on moratorium.

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14103 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Community Redevelopment Agency Meeting Minutes, April 17, 2018
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 17, 2018 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the April 17, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On May 17, 2018, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMinutes-April172018

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
April 17, 2018
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Lumon May, Commissioner, District 3 - Chairman
	Jeff Bergosh, Commissioner, District 1- Vice Chair
	Doug Underhill, Commissioner, District 2
	Grover Robinson, IV, Commissioner, District 4
	Steven Barry, Commissioner, District 5
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Tonya Gant, Department Director
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant
	Judy Witterstaeter, Agenda Program Coordinator

Call to Order. 9:01 a.m.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Schedule and Advertise a Public Hearing to Adopt a Resolution to amend the Atwood Redevelopment Area Boundaries - Tonya Gant, Neighborhood & Human Services Department Director

That the Board authorize to schedule and advertise a Public Hearing at 5:33 p.m., on Thursday, May 17, 2018, to consider adoption of 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 findings and determinations; providing for severability; providing for an effective date.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill

Vote: 5 - 0

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following eight Residential Rehab Grant Program Funding and Lien Agreements:

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;

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;

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 4 Grover Robinson, IV

Vote: 5 - 0

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

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of 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. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 4 Grover Robinson, IV

Vote: 5 - 0

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

That the Board take the following action concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve 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. Authorize the Chairman to execute the Cancellation of Lien document.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 2 Doug Underhill

Vote: 5 - 0

IV. Discussion/Information Items:

1. Studer Neighborhood Challenge
2. Wheelchair Ramps
3. CivicCon

Adjournment. **9:18 a.m.**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14108 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: CareerSource Escarosa Vocational Rehabilitation Memorandum of Understanding Amendment #1
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the CareerSource Escarosa Vocational Rehabilitation Memorandum of Understanding Amendment No. 1 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the following:

A. Amendment No. 1 to the Memorandum of Understanding between Workforce Escarosa, Inc. d/b/a CareerSource Escarosa and the Florida Department of Education, Division of Vocational Rehabilitation; and

B. Attachment 1 to the Memorandum of Understanding (the Infrastructure Funding Agreement [IFA]) between the same parties.

The Amendment changes the MOU renewal terms from renewal for an additional three-year term to renewal for successive one-year terms. The amendment also incorporates the IFA as Attachment 1 to the MOU.

BACKGROUND:

CareerSource Escarosa and its one-stop partners will continue to provide collaborative referrals between partners for appropriate services and activities as well as methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system.

According to the Workforce Investment and Opportunity Act and State infrastructure funding mechanism requirements, the Local Workforce Development

Board, in this case CareerSource Escarosa, shall coordinate with the one-stop partners for the funding of shared services and operating costs for the One-Stop Career Centers.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Bobbie Ellis-Wiggins has reviewed this document.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Workforce Investment and Opportunity Act (WIOA) - Sections 678.700 - 678.755 and 678.760.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in the submission of this request.

Attachments

CareerSource Escarosa Vocational Rehabilitation MOU Amendment 1

CareerSource ESCAROSA

Steve Rhodes
Board Chairman

Sheryl Rehberg
Chief Executive Officer

April 27, 2018

Jeff Bergosh, Chairman
Board of County Commissioners
Escambia County, Florida
221 Palafox Place
Pensacola, FL 32503

Dear Mr. Bergosh:

In accordance the Workforce Investment and Opportunity Act (WIOA) – Sections 678.700 – 678.755 and 678.760 and any state infrastructure mechanism requirement issued by the State of Florida, the funding of shared services and operating costs are to be coordinated by the Local Workforce Development Board (LWDB) with the partners for the funding of the infrastructure costs of the One-Stop Career Centers.

Vocational Rehabilitation's Memorandum of Understanding Amendment #1 is provided for signature. CareerSource Escarosa and its one-stop partners will continue to provide collaborative referrals between partners for appropriate services and activities, as well as methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system.

CareerSource Escarosa will serve as the convener for WIOA partner meetings.

Sincerely,

Sheryl Rehberg

Sheryl Rehberg
Executive Director

SR/js
Attachment

MEMORANDUM OF UNDERSTANDING
NO.: IA-767
BETWEEN
WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
AMENDMENT NO. 1

Memorandum of Understanding (MOU) number IA-767, entered into by and between Workforce Escarosa, Inc. d/b/a CareerSource Escarosa ("CareerSource") and the Florida Department of Education, Division of Vocational Rehabilitation ("Partner") on November 15, 2017, is hereby amended as follows:

1. Section VII., Term, first paragraph, is hereby amended to now read:

   This MOU is effective July 1, 2016 or date fully executed, through June 30, 2020 and may be renewed for successive one-year terms upon written concurrence between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

2. Attachment I, Infrastructure Funding Agreement, including all attachments thereto, is hereby incorporated in its entirety.

All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

This Amendment and all its attachments are hereby made a part of the MOU.

This Amendment shall become effective as of the date of the final signatory below.

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MEMORANDUM OF UNDERSTANDING
NO.: IA-767
BETWEEN
WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
AMENDMENT NO. 1

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA

BY: Sheryl Rehberg
Sheryl Rehberg, Executive Director

DATE: 01.31.18

DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION

BY: Pam Stewart
Pam Stewart, Commissioner of Education

DATE: 3/2/18

SANTA ROSA COUNTY BOARD OF COMMISSIONERS

BY: _____
Robert A. "Bob" Cole, Chairman

DATE: _____

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

BY: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLOIDA

BY: _____
Jeff Bergosh, Chairman

DATE: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____

Approved as to form and legal sufficiency.

By/Title: B. Ellis ASA
Date: 05/02/2018

ATTACHMENT I TO THE MEMORANDUM OF UNDERSTANDING
Between
Workforce Escarosa, Inc. dba CareerSource Escarosa
and the
Department of Education, Division of Vocational Rehabilitation

1. Effective Period

This Infrastructure Funding Agreement (IFA) is entered into on the date executed by all parties. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020.

2. Cost Allocation Methodology

Infrastructure costs per the annual budget, included as Exhibit I, are allocated by full time employee (FTE) for partners and programs that are physically located in the One-Stop Center. VR is responsible for contributing $2,903.00 annually based on an estimated .20 FTE presence.

3. Payment

CareerSource Escarosa shall submit to the Partners quarterly invoices such that the Partners will have covered all costs agreed to in this IFA by the end of the program year, June 30 annually. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section V. Upon receipt of the above described invoices, the Partners shall process payment within 30 days.

4. Costs Reconciliation and Allocation

The One-Stop Operating Budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30). Increases and decreases will be calculated and included in a separate invoice including reconciliation documentation, once the difference is determined.

5. Steps Utilized to Reach Consensus

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

6. Dispute and Impasse Resolution

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should

informal resolution efforts fail, then the following Dispute Resolution process must be followed.

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

7. Modification Process

This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

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8. Approval Signatures

WORKFORCE ESCAROSA, INC.
DBA CAREERSOURCE ESCAROSA

Sheryl Rehberg
Signature

Sheryl Rehberg – Executive Director
Printed Name

01.31.18
Date

DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION

Pam Stewart
Signature

Pam Stewart, Commissioner of Education
Printed Name

3/2/18
Date

SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Signature

Robert A. "Bob" Cole, Chairman
Printed Name

Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: _____
Clerk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Signature

Jeff Bergosh, Chairman
Printed Name

Date

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: B. Ellis ACA
Date: 05/02/2018

INFRASTRUCTURE FUNDING AGREEMENT (IFA)
ONE-STOP OPERATING BUDGET

Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the One Stop Job Center.

FTE Estimate	64.55	29.00	3.00	1.00	3.25	-	12.50	1.00	8.00	3.00	2.00	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
FTE Percentage	55.07%	44.9%	4.6%	1.5%	5.0%	0.0%	19.4%	1.5%	12.4%	4.6%	3.1%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%
Infrastructure Costs	Annual Budget	WIOA Adult	WIOA DisWkr	WIOA Youth	SNAP	UC services	WTP	Military Family	WP	Vets DVOP	Vets LVER	ECSB	PSC	CAPC	SDSRC	NCBA	TCCC	VR	DBS	CS-JC
Copier Costs	6,570	2,952	305	102	331	-	1,272	102	814	305	204	20	20	20	20	20	20	20	20	20
Equipment Rental	21,138	9,497	982	327	1,064	-	4,093	327	2,620	982	655	65	65	65	65	65	65	65	65	65
Insurance	18,036	8,103	838	279	908	-	3,493	279	2,235	838	559	56	56	56	56	56	56	56	56	56
Network/Technology	213,775	96,041	9,935	3,312	10,763	-	41,397	3,312	26,494	9,935	6,624	662	662	662	662	662	662	662	662	662
Phones/Internet	50,374	22,631	2,341	780	2,536	-	9,755	780	6,243	2,341	1,561	156	156	156	156	156	156	156	156	156
Rent/Utilities	519,564	233,421	24,147	8,049	26,159	-	100,613	8,049	64,392	24,147	16,098	1,610	1,610	1,610	1,610	1,610	1,610	1,610	1,610	1,610
Repairs/Maintenance	43,938	19,740	2,042	681	2,212	-	8,509	681	5,445	2,042	1,361	136	136	136	136	136	136	136	136	136
Supplies	63,700	28,618	2,960	987	3,207	-	12,335	987	7,895	2,960	1,974	197	197	197	197	197	197	197	197	197
Subtotal	937,095	421,003	43,552	14,517	47,181	-	181,467	14,517	116,139	43,552	29,035	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903

Additional Costs	Annual Budget	WIOA Adult	WIOA DisWkr	WIOA Youth	SNAP	UC services	WTP	Military Family	WP	Vets DVOP	Vets LVER	ECSB	PSC	CAPC	SDSRC	NCBA	TCCC	VR	DBS	CS-JC
Administrative	113,155	-				-														
Monitoring	106,160	15,644	2,503	31,757	-	-	24,751	-	18,002	6,751	6,752									
Management IS	55,224	10,882	1,741	22,090	-	-	-	-	11,045	4,733	4,733									
Program Management	223,745	70,468	18,080	14,352	-	-	79,055	-	23,888	8,951	8,951									
Eligibility	17,480	-	-	17,480	-	-	-	-	-	-	-									
Other One Stop Costs	876,634	445,447	26,553	50,552	6,103	-	304,373	-	22,630	-	20,976									
WIOA Direct Services	393,262	306,918	86,344	-	-	-	-	-	-	-	-									
Direct Client Support	803,600	710,000	56,000	-	-	-	37,600	-	-	-	-									
Other Projects	613,802	563,772	-	50,030	-	-	-	-	-	-	-									
Program Services	873,875	-	-	81,098	158,930	21,031	549,051	63,765	-	-	-									
Service Provider Contracts	930,000	-	-	930,000	-	-	-	-	-	-	-									
DEO Staff Support	677,641							-	417,454	117,785	142,402									
Subtotal	5,684,578	2,123,131	191,221	1,197,359	165,033	21,031	994,830	63,765	493,019	138,220	183,814	-	-	-	-	-	-	-	-	-

TOTAL	6,621,673	2,544,134	234,773	1,211,876	212,214	21,031	1,176,297	78,282	609,158	181,772	212,849	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14142 **County Administrator's Report 14. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: CareerSource Escarosa Board Appointment
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the CareerSource Escarosa (formerly Workforce Escarosa, Inc.) Board of Directors - Tonya Gant, Neighborhood & Human Services Director

That the Board approve the appointment of Donald James Alveshere, Area Director, Division of Vocational Rehabilitation, to the CareerSource Escarosa Board of Directors, to fill the vacancy left by Tawana Gilbert, Area Supervisor, Vocational Rehabilitation. The Workforce Investment and Opportunity Act (WIOA) authorizes a representative from Vocational Rehabilitation to sit on the regional workforce board. Mr. Alveshere will complete the unexpired term of Ms. Gilbert that will end on January 17, 2021.

BACKGROUND:

The Board of Directors of CareerSource Escarosa serves as the local governing Board of workforce development and job training activities as approved by CareerSource Florida and the Florida Department of Economic Opportunity (DEO). The State and federal legislation governing the Board's activities requires that Board membership represent specific community sectors from within the CareerSource Escarosa geographical area. Consistent with the Workforce Innovation and Opportunity Act (WIOA) there may be one representative from Vocational Rehabilitation on the Board. The appointment of Mr. Alveshere will comply with the provisions of WIOA requirements as well as the CareerSource Escarosa bylaws.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments and reappointments to the CareerSource Escarosa Board of Directors are made in accordance with State and federal legislation and the CareerSource Escarosa bylaws. Assistant County Attorney Bobbie Ellis-Wiggins has reviewed and approved this request.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments and reappointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, the appointment of Mr. Alveshere shall become effective the date of approval. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

CareerSource Escarosa Board Appointment Alveshere

CareerSource ESCAROSA

Steve Rhodes
Board Chairman

Sheryl Rehberg
Chief Executive Officer

May 1, 2018

Tonya Gant
Neighborhood & Human Services Department
Escambia County Board of County Commission
221 Palafox Place
Pensacola, FL 32502

Dear Ms. Gant:

The federal Workforce Investment and Opportunity Act (WIOA) require that a representative from Vocational Rehabilitation sit on the local workforce development area boards.

Brenda Moorer, Vocational Rehabilitation Area Director, resigned her membership on the board on September 29, 2017; therefore, leaving no replacement for the Area Director position nor representation on the CareerSource Escarosa (CSE) Board of Directors. Tawana Gilbert, Vocational Rehabilitation Area Supervisor, was nominated and appointed to serve on CSE Board on January 18, 2018. Vocational Rehabilitation has since hired an Area Director, Donald James Alveshere.

At the request of the new Area Director, we request your assistance with having Vocational Rehabilitation representation on the board changed from Tawana Gilbert, Area Supervisor, to Donald James Alvershere, Area Director.

You will find attached Mr. Alveshere's Membership Profile Sheet and resume for review.

Best regards,

Sheryl Rehberg

Sheryl Rehberg
Chief Operating Officer

SR/js

Attachment

WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
BOARD MEMBERSHIP PROFILE

TYPE OF BUSINESS (Check all that apply): _X__ Government
_____ Education and Training
_____ Community-Based Organization
_____ Labor Organization/Management

Name:___Donald Alveshere_____ **Title:** _____Area Director_____
Business Name:__Florida Vocational Rehabilitation_____
Address: _600 University Office Boulevard Bldg 5__ **Phone No.:**___850.494.7155____
_Pensacola, FL 32504_____ **FAX No.:**____850.494.7158____

E-Mail Address:_donald.alveshere@vr.fldoe.org
Cell Phone No.:__208.901.2428___

Home Address:__4470 Spanish Trail #28_____
___Pensacola, FL 32504_____

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
_X__ Male	____ Black	__X_White	____ Yes	_x_ < 55	_X__Yes
	____ Asian	____Ameri. Indian			
____ Female	____ Hispanic	____ Other	_X_ No	___ 55 OR >	____ No

Community Organization Memberships
None

Board Memberships
CareerSource Capital Region Board of Directors

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

Florida Vocational Rehabilitation plays a key role in workforce activities in Escambia and Santa Rosa Counties. As part of the Workforce Escarosa, Inc. Board I would be able to provide input for activities relating to people with disabilities and learn about workforce activities and share them with our staff and better serve our participants.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes_____ No__X___

Please attach a copy of your resume' to this form.

Donald James Alveshere **4470 Spanish Trail Rd; Pensacola, FL 32504**

Phone: (208) 901.2428 **Email: wareagletacoma70@aol.com**

EDUCATION

Seattle University, Seattle, WA
MPA. (3.93) December 2006
Program: Master's in Public Administration
Member: Pi Alpha Alpha honor society

Auburn University, Auburn, AL
BS Ed. Magna Cum Laude (3.79), June 1994
Major: Social Science Education
Member: Kappa Delta Pi education honor society

WORK EXPERIENCE

Florida Vocational Rehabilitation **02/18 to Current**
Area Director
Florida Vocational Rehabilitation is a statewide agency that provides vocational rehabilitation services to people with non-visual disabilities in the state of Florida. VR provides services as part of the federal Rehabilitation Act which was a part of the Workforce Innovation and Opportunity Act (WIOA).

Duties and Responsibilities
- Oversight of 106 FTE (Full Time Equivalent) positions in the provision of services under federal and state legal and fiscal requirements.
- Creation and maintenance of agency policies regarding service delivery.
- Representing our agency at community and intergovernmental meetings.

Alliance Enterprises **05/15 to 02/18**
Aware Product Manager
Alliance Enterprises is an IT company that provides software solutions to Vocational Rehabilitation agencies and organizations wanting to use gamification to assist in managing by objectives.

Duties and Responsibilities
- Managed development of ***Aware*** product lines to keep them vibrant and meeting the needs of our customers.
- Led user group meetings that shared new product information and gathered feedback regarding future improvements.
- Tracked changes in the Vocational Rehabilitation environment to be able to apply necessary changes to the ***Aware*** product line.
- Developed marketing collateral to assist in the sale of ***Aware*** products.

Idaho Health and Welfare Careline 2-1-1 **09/14 to 04/15**
Program Specialist
Careline 2-1-1 is a call center that provides Information and Referral for Health and Human Service needs.

Duties and Responsibilities
- Oversight of 9 FTE (Full Time Equivalent) positions in the provision of Information and Referral services to callers from the state of Idaho.
- Managed a budget of $500,000.
- Completed regular and ad hoc reports to evaluate and summarize organizational effectiveness.
- Represented agency at community and intergovernmental meetings.

Achievements
- Prepared an RFQ for a new computer system.
- Initiated a contract for a new computer system.

Idaho Division of Vocational Administration **07/11 to 03/14**
Administrator
The Idaho Division of Vocational Rehabilitation is a statewide agency that provides vocational rehabilitation services to people with non-visual disabilities in the state of Idaho. IDVR provides services as part of the federal Rehabilitation Act which was a part of the Workforce Investment Act (WIA). IDVR also manages state only funds (Extended Employment Services) that pay for long term supports for workers with the most significant disabilities.

Duties and Responsibilities
- Oversight of 143 FTE (Full Time Equivalent) positions in the provision of services under federal and state legal and fiscal requirements.
- Managed the $18 million dollar vocational rehabilitation grant (approximately 80% federal and 20% non-federal sources) and the $3 million dollar Extended Employment Services program (100% state funded).
- Coordinating with stakeholders and the legislature to develop policies and budget requests.
- Representing our agency at community and intergovernmental meetings.
- Coordinating efforts toward employment with various stakeholders throughout the state of Idaho.
- Served as the Regional Representative for Alaska, Idaho, Oregon, and Washington to the Council of State Administrators of Vocational Rehabilitation.

Achievements
- Overcame serious internal processing problems to improve IDVR's audit situation.
- Oversaw a change to the Extended Employment Services program that made it significantly more customer focused rather than vendor focused.
- Created an internal structure that reduced internal tensions by creating a less isolated more coordinated approach to issues.
- Improved relationships between IDVR and external partners that had been strained.
- Increased the emphasis around competitive integrated employment within the agency.
- Obtained increased state general funding for the vocational rehabilitation and Extended Employment Services programs at a time when state resources were decreasing through tax cuts.

Department of Services for the Blind, Seattle, WA **07/08 to 06/11**
Assistant Director – Field Services
Department of Services for the Blind (DSB) is a statewide agency that provides vocational rehabilitation and independent living services to blind and visually impaired citizens of Washington State. DSB provides services as part of the federal Rehabilitation Act which a part of the Workforce Investment Act.

Duties and Responsibilities:
- Oversight of 62 FTE (Full Time Equivalent) positions in the provision of services under federal and state legal and fiscal requirements.
- Oversight and creation of an $8 million dollar budget of which approximately 80% is federal funds and 20% is state funds.
- Creation and maintenance of agency policies regarding service delivery.
- Coordinating a collaborative teamwork process with the State Rehabilitation Council, a federally mandated policy partner.
- Completing our agency State Plan, a federally mandated strategic plan.
- Representing Field Services on our agency Executive Team where organizational direction was decided.
- Coordinating activities and outcomes between Field Services and Business Services Units.
- Representing our agency at community and intergovernmental meetings.

Achievements:

- Oversaw the successful transition of creating an integrated service delivery model. This allowed DSB to better utilize staff and serve more people.
- Implemented new projects through federal American Recovery and Reinvestment Act dollars. Some of the projects were: Doctor Referral Project, Job Search Boot Camp, Youth Employment Solutions, and creating internships to provide employment opportunities in a tight labor market.
- Reached agreement with the Washington Federation of State Employees regarding an agency wide change to a four-ten work schedule and implementation of a legislature imposed temporary layoffs. I was part of the teams that represented management for both of these projects.
- Improved relationships with community partners and created systems that led to a significant reduction in the number of customer complaints.
- Led DSB at a time that it was ranked third out of all blind vocational rehabilitation agencies on the Rehabilitation Services Administration's sum of ranks.
- Identified and moved into new housing for our Orientation and Training Center.

DSHS/Division of Vocational Rehabilitation, Lacey, WA **10/05 to 06/08**
Program Administrator
The Division of Vocational Rehabilitation is Washington State's general agency for providing vocational rehabilitation services to citizens with disabilities.

Duties and Responsibilities:

- Completing statistical and case review studies to evaluate service delivery.
- Being the project manager to provide oversight regarding our Strategic Plan.
- Provided training and facilitation relating to organizational dynamics.
- Collaborate with covering due process hearings.
- Assisting with developing and revising policies.
- Providing program oversight through participation on the Senior Rehabilitation Team, Director's Advisory Committee, IT users group, and Field Services Unit.
- Being a liaison between my division and other DSHS programs.

Achievements:

- Created a caseload projection tool that allowed managers to better manage their staff and other resources.
- As Project Manager I led an IT project tracking customer consents digitally.
- Won each fair hearing I represented the agency at.
- 2008 DSHS Individual Performance Employee Award.

OTHER RELATED PROFESSIONAL EXPERIENCE

City of Fife, Fife, WA **01/10 to 05/11**
Councilmember
Fife is a city of 8,100 residents with a staff of 62 FTE, and a budget of $65 million dollars. Fife is situated next to Tacoma and is dramatically impacted by a river, train tracks, an interstate, and the Port of Tacoma. Additionally, Fife is completely within the boundaries of the Puyallup Indian Nation.

Duties and Responsibilities:

- Provided policy direction to the city.
- Represented the city and state, regional, and local events.
- Interacted with the local media.

Achievements:

- Established transparency as the primary goal for the city council.
- Crafted a compromise for water General Facility Charges that encouraged growth but did not create a burden for current participants in the water system.
- Prioritized a solution to end the isolation of residents in the southern part of the city.
- Made travel on Levee Road safer by closing it to large trucks.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14145 **County Administrator's Report 14. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Michael Hall Promotions' Request to Allow Alcohol Consumption During the Blues Music Concert to be held in the Brownsville Community Center
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request to Allow Alcohol Consumption in the Brownsville Community Center During the Blues Concert to Be Held, Saturday, November 3, 2018 - Tonya Gant, Neighborhood & Human Resources Director

That the Board approve the request of Michael Hall Promotions to allow the consumption of alcohol, during the Blues Concert at the Fall Blues Festival, to be held in the Brownsville Community Center on Saturday, November 3, 2018.

BACKGROUND:

Mr. Michael Hall, is a Pensacola native and owner of Michael Hall Promotions, with over thirty (30) years of Arena, Festival, and Night Club concert promotion experience in the Southeast Region of the United States. Mr. Hall has promoted concerts that included national recording artists such as; Fantasia, 50 Cent, T.I., Lyfe Jennings, Sunshine Anderson, and Lil Wayne, and proposes to present the first ever, Pensacola Fall Blues Festival/Concert on November 3, 2018, in the Brownsville Community Resource Center.

The concert will be a ticketed event, with Balcony and Cabaret Style seating. All activity will be completed prior to Midnight. Alcohol consumption will be through Bring Your Own Bottle (BYOB), only.

Certificate of Insurance and proof of required security for the event will be provided, as required in the Facility Rental Application And Agreement.

BUDGETARY IMPACT:

All required community center rental fees will apply with the reservation application.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Facility Rental Application and Agreement for the Brownsville Community Resource Center, for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current County Policy prohibits the consumption of alcoholic beverages within the structure of a Community Center. The request for this one-time event, will require Board approval.

IMPLEMENTATION/COORDINATION:

The Department of Neighborhood and Human Services will coordinate the opening and closing of the Center with Mr. Hall and his staff.

Attachments

Letter of Request

Facility Agreement

4/2//2018

To: The Honorable Board Members and Neighborhood & Human Services Department

Subject: Brownsville Community Resource Center Rental with inclusion of self serve policy

From: Michael Hall Potential Renter

Request address for BYOB / Self Serve at the facility

My name is Michael Hall of Michael Hall Promotions I've been Promoting Concerts in the region for over 30 years with a 90% success rate. I'm planning the First Ever Fall Blues Festival/Concert November 3, 2018 in Pensacola at your Facility. The Success of the Event is based on a ongoing demo, of 25 and Up BYOB or self serve.

Insurance reflecting this style show will be in place upon approval of BYOB for this event.

I understand and have read all your rules and regulations and look forward to bringing this and others like it to the Center.

Please consider this request at your next board meeting so If agreeable I can start my process.

Thank you in advance

Michael Hall

Escambia County
Neighborhood & Human Services Department
Brownsville Community Resource Center
3200 W. DeSoto Street
Pensacola, FL 32505

FACILITY RENTAL APPLICATION AND AGREEMENT

APPLICANT INFORMATION

Applicant or Organization Name: Michael Hall

Address (City, State): 3017 w Brainerd st **Zip Code:** 32505

Home Phone: **Business Phone:** **Cell Phone:** (850) 393-8583

Email Address: mixmaster1@cox.net

Driver's License Number: H400-541-61-361-0 **DL State:** FL

You must provide a copy of your driver's license or identification.

Are you 21 or older? ☒ Yes ☐ No

You must be twenty-one (21) years old or older to rent the facility. Initial MH

SECURITY REQUIREMENT

If your event will include over 200 people, it is mandatory that you provide private security and/or off-duty law enforcement as security for the event. You must provide proof of security to the County no later than seven (7) days prior to the event. Security must be present at the time the event begins and must remain present until all attendees have left the premises. Initial MH

IS THIS AN ORGANIZATION?

If so, is your organization/ business tax exempt? Yes _____ No ✓

Is your organization/business a 501(c) 3? Yes _____ No ✓

Tax Exemption Certificate No. _____

If you answered Yes to any of the above questions, please provide a copy of your organization's Tax Exemption Certificate/ 501 (c) 3 Certificate along with your completed Facility Use Application and Agreement.

ORGANIZATION INFORMATION

Organization/ Business Name: Michael HALL Promotions

Address: 3017 w Brainerd **Email:** mixmaster1@cox.net

City: Pensacola **State:** Fl **Zip Code:** 32505

Contact Person: Mike Hall

Business Phone: 850 503-5766 **Cell Phone:** 850 393-8583 **Fax Number:**

Alternate Contact Person:

Business Phone: **Cell Phone:**

EVENT INFORMATION

Event Date: Nov 2 2018 MAH Nov 3. 2018	**Day of the Week:** Friday 3:30 - 7:30 pm Saturday 4:30pm - 12 AM

(Set-up and Clean-up times shall be included in overall time of event.)

Event Name: fall Blues festival

Event Description: Blues Concert

Total # of Guests/Participants: ? Ticketed event

The undersigned agrees to pay for all hours of occupancy of the Brownsville Community Resource Center, including any time required for set-up, food preparation, or rehearsal before the event and any time required for necessary clean-up after the conclusion of event. **Initial** MH

Printed Name of Responsible Party: Michael Hall

Signature of Responsible Party: Michael Hall	**Date:** 4/2/2018

The refundable damage deposit will be mailed to the Applicant's address on file and will be refunded following the event **ONLY** if there is no damage to the facility, property and/or equipment as a direct result of the event or its participants. **Initial** MH

A $25.00 replacement fee will be added to the cost of rental if the Applicant fails to return the rental only building access card to the Neighborhood & Human Services Department following use of the facility. Initial MH

FOOD SERVICE AND KITCHEN USE

This facility is equipped with a full-service commercial kitchen. Use of the full kitchen will require additional documentation. The commercial kitchen equipment shall be operated **only by a licensed caterer or professional chef.** Documentation of such must be provided prior to kitchen use. All commercial kitchen equipment shall only be operated by individuals over the age of 21. Additional insurance requirements shall apply if the applicant intends use of the full kitchen, including use of the commercial stove and garbage disposal.

Do you intend to rent the kitchen during your event? ☐ Yes ☐ No
If yes, do you intend to utilize the commercial stove? ☐ Yes ☐ No
If yes, do you intend to utilize the commercial garbage disposal? ☐ Yes ☐ No
Are you a professional chef or licensed caterer? ☐ Yes ☐ No
If no, who will cater your event? _____

Kitchen currently unavailable

If you intend to utilize the kitchen during your event, you must provide documentation of additional insurance coverage specific to kitchen use. **Initial** _____ NA

CLEAN-UP PROCEDURES

The Applicant is responsible to leave the facility in a clean and orderly state following use of the facility. Failure to adequately clean the facility and return it to its pre-use condition may result in forfeiture of any deposit.

Initial _____ Kitchen shall be cleaned and left orderly after use. NA

Initial MH You must contact Neighborhood Services at **(850) 595-3130** to advise of any facility issues during normal business hours. Failure to notify the County of any issue prior to use of the facility may result in forfeiture of any deposit.

Initial MH All event items brought in by applicant shall be removed from the facility prior to exiting the facility.

Initial MH Table tops must be cleared of all debris.

Initial MH Floor must be swept and left reasonably clean.

Initial M H The applicant shall be responsible for providing trash bags. You must place all trash (including kitchen trash) in the receptacles provided. All trash shall be taken outside and placed within the dumpster. Do not throw bags over the dumpster enclosure. If the dumpster is full, please place all trash bags neatly beside the dumpster.

Initial M H All counter space, cabinets, appliances and equipment must be wiped clean.

RENTAL/USE AREA: (*Please select desired area and include dates for each.*)

First Floor		Second Floor	
Auditorium	Saturday Nov 3, 2018	**Meeting Room A:**	
Auditorium or Meeting Room with Kitchen:		**Meeting Room B:**	
Other:		**Recording Studio:**	
Other:		**Other:**	

FACILITY RENTAL RATES AND FEES

Facility Area	Cost Per Hour	Deposit Required	Room Capacity	Cost for Additional Hours
Auditorium	**$1000 (8-hour rental)**	**$500**	**200**	**N/A**
Auditorium	**$500 (4 hours or less)**	**$500**	**200**	**N/A**
Kitchen	**$300 flat rate with auditorium or meeting room rental**	**N/A**	**36 people; including tables**	
Meeting Rooms	**$60/per hour (3-hour minimum) $295 (8 -hour rental)**			
Recording Studio	**To be determined**			
			Total Amount of Rental	**$**

FOR OFFICE USE ONLY

Deposit Fee:
Amount: $500. - Friday, Nov. 2, 2018 - (4hr for sound check & set-up
$500. - Saturday, Nov. 3, 2018 - (8hr for concert)
Received by: Nehanyle Jones
Date: 4/3/18 & 5/1/18
* **Cashier's Check or Money Order Only** - Number: _____

Deposit returned ☐ **Yes** ☐ **No**
Date refunded: _____
Reason for deposit forfeiture, if applicable: _____

Rental Fee:
Amount: _____
Received by: _____
Date: _____
* **Cashier's Check or Money Order Only** - Number: _____

INSURANCE REQUIREMENTS

The County's Risk Management Department must be furnished with a Certificate of Insurance prior to the event. Certificates must contain the following:

- Limits of Liability Coverage as determined by Escambia County.
- Policies should be obtained 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 required.
- Certificate Holder should read:

  Escambia County
  Risk Management
  P.O. Box 1591
  Pensacola, FL 32597-1591
- ***Escambia County shall be listed as an additional insured.***
- Indicate on "Certificate of Insurance" type of event (wedding, etc.) and date of event.
- Include a rain date if applicable.

For all events of (4) four-hour duration or longer; during the period mutually agreed upon between the parties, the Licensee shall provide one-time special event commercial general liability insurance coverage with $1,000,000 per occurrence and aggregate limits of $2,000,000, including coverage parts of bodily injury, property damage, personal injury and contractual liability, sports participation in the amount equal to the general liability coverage.

A **copy of insurance** to **Escambia County Department of Neighborhood & Human Services**, to be filed with your completed contract, no later than 7 days prior to your event. **Escambia County Department of Neighborhood & Human Services** will be responsible for forwarding a copy of the insurance to **Escambia County Risk Management.**

If proof of sufficient insurance coverage is not provided at least seven (7) days prior to the rental, the reservation may be cancelled.

FOR OFFICE USE ONLY

Proof of Insurance Received: □ Yes □ No **Date:** _____
Approved by Risk Management: □ Yes □ No **Date:** _____

SMOKING AND ALCOHOL POLICY

Smoking and consumption of alcoholic beverages is prohibited at all times within the structure of the Community Center. If this prohibition is violated by any organization or individual renting the facility for organized events, this rental application and agreement will be terminated, and deposit forfeited. **Initial** _____ See Attached letter

FACILITY RESERVATION GUIDELINES AND PROCEDURES

By initialing below, the Applicant agrees to the following terms and conditions for use of the Brownsville Community Resource Center:

Initial MH Missing property or damage at the facility resulting from the Applicant's use of the facility shall be the responsibility of the Applicant.

Initial MH In case of emergency or for reasons beyond the County's control, the County reserves the right to cancel the event prior to scheduled use without liability.

Initial MH Rates are set by the Escambia County Board of County Commissioners and are subject to change.

Initial MH The Applicant/Responsible Party agrees to fully indemnify, defend, and save harmless Escambia County, its officers, agents, employees and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties, and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably

incurred by Escambia County staff, attorneys, attorney's fees, and any fees and expenses incurred in enforcing this provision, to which any or all of them may be subjected, to the extent such liabilities are caused by or result from any negligent act or omission or willful misconduct with its use of the Escambia County facility. This shall be a continuing release and shall remain in effect until revoked in writing.

Initial MH I hereby attest that the information contained in this agreement is true and correct. If any of the information is found to be false or should my conduct or the conduct of any participants or guests not be as described or should any law or rule be violated, this agreement shall be null and void and any activity associated with this reservation shall cease.

Initial MH I also agree that I will be financially responsible for any costs incurred by the County for damages to County property, reasonable attorney's fees, forfeiture of all deposits and fees, and further be financially responsible for any County costs that exceed fees and deposits already forfeited to the County for enforcement or provisions related to this agreement.

Initial MH I agree to report any discrepancies, complaints, or concerns to the Department of Neighborhood and Human Services immediately. During regular business hours, the report shall be made to **(850) 595-3130.** In the event of an emergency or an incident occurring after hours, report shall be made to **(850) 595-3185.**

DISCLOSURE

Initial MH 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, paper, 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 from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that your failure to comply with this provision, within seven (7) days of notice from the County, shall constitute an immediate and material breach of contract for which the County may, in the County's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

Please print and sign your name below to acknowledge that the information in this Agreement is correct and that you agree to the duties and responsibilities of the "Responsible Party", and that you understand the facility reservation procedures and guidelines.

PRINTED NAME OF RESPONSIBLE PARTY:	SIGNATURE OF RESPONSIBLE PARTY:
Michael Hall	Michael a Hall

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn before me this 4 day of April, 2018, Michael Hall ~~Promotions~~, as owner **(Office Held)** of Michael Hall Promotions **(Organization's Name).**
He/She is ( ) personally known to me, or (✓) produced identification. Type of identification produced FL DL.

James W. Everidge Jr.
Signature of Notary Public

James W. Everidge Sr.
Printed Name of Notary Public

(Notary Seal)

James W. Everidge, Jr.
Notary Public, State of Florida
Comm. Expires Jan. 3, 2020
Comm. No. FF941288

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14127 **County Administrator's Report 14. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Noise Waiver for Fireworks Event at the Five Flags Speedway June 22, 2018
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for a 15-Minute Fireworks Event to Be Held at the Five Flags Speedway on Pine Forest Road - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for a 15-minute Fireworks Event between 9:00 p.m., and 10:00 p.m., to be held at the Five Flags Speedway located on Pine Forest Road directly after the races, with the fireworks display presented by Pyro Shows, Inc., on Friday, June 22, 2018.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an

environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions.(g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon approval, the Escambia County Sheriff’s Office and the Escambia County Fire Marshall's Office will be notified of the issuance of this noise waiver.

Attachments

Application

Site Plan

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

18058934SE

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: Five Flags Speedway-7451 Pine Forest Rd, Penscola FL 32526		Lot or Apt. Number:

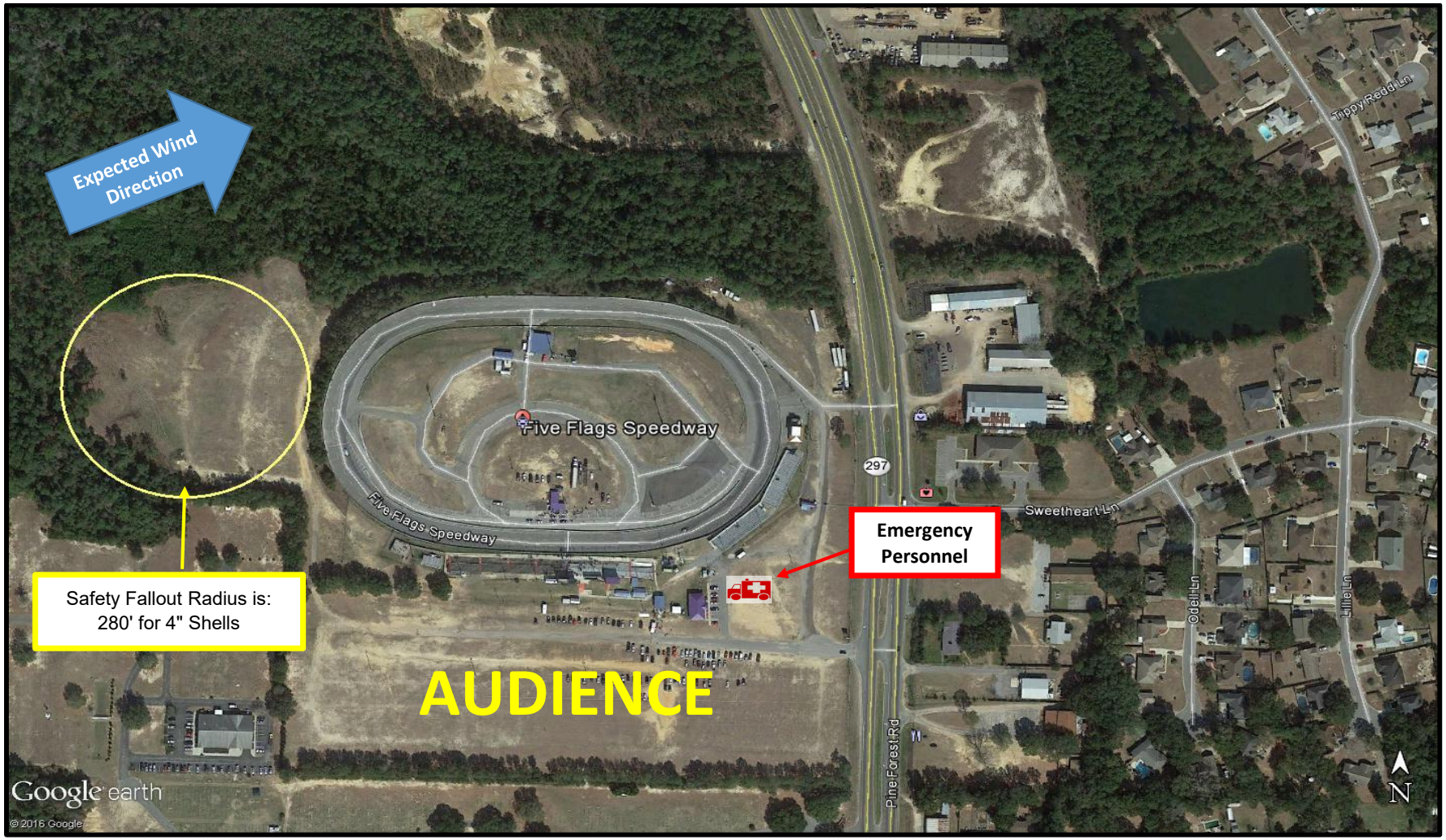
Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	*Description of Activity:*
June 22, 2018	Fireworks display at Five Flags Speedway 7451 Pine Forest Road, Pensacola FL 32526. Bryant Motorsports, LLC DBA Five Flags Speedway 2018 Season.
Beginning Time: 9:00PM	***Ending Time:*** 10:00PM

Remarks or Comments:
Driving Directions:

Escrow Account Number:	*Date:* 4/26/2018
Applicant Signature: Lansden E Hill Jr	



PYRO SHOWS

Show Name:	Five Flags Speedway 2018 Season
	Five Flags Speedway-7451 Pine Forest Road
Show Location:	Pensacola, FL 32526
Show Date:	2018 Season
Show Time	TBD-Post Race
Rain Date:	N/A

Maximim Shell Size:	4"
Safety Fallout Radius:	280'
Storage Required:	NO
Diagram Created:	Wednesday, January 24, 2018
Created By:	LEH/sb

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14128 **County Administrator's Report 14. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Noise Waiver for Fireworks Display at Portofino Island Resort, June 13, 2018
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for a Fireworks Display for Second Baptist Church at the Portofino Island Resort on Pensacola Beach on June 13, 2018 - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 65dbA (when measured by a sound level meter at or within the property boundary of the receiving land use) for a fireworks display for Second Baptist Church, to be held at Portofino Pier on Pensacola Beach, on June 13, 2018, from 9:45 p.m., to 10:00 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow

special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31 which states that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and that providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Services Department will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office and the Fire Prevention Division of Fire-Rescue will be notified of the issuance of this waiver.

Attachments

Application
Site Plan
SRIA Approval

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

18058932SE

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: June 13, 2018	*Description of Activity:* Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Portofino Island Resort & Second Baptist Church.
Beginning Time: 9:45PM / *Ending Time:* 10:00PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 4/23/2018
Applicant Signature: Lansden E Hill Jr	

Show Name:	Portofino Island Resort & Second Baptist Church	**Maximim Shell Size:**	4"
Show Location:	10 Portofino Drive Pensacola Beach, FL 32561	**Safety Fallout Radius:**	280'
Show Date:	Thursday, June 14, 2018	**Storage Required:**	No
Show Time	TBD	**Diagram Created:**	Tuesday, December 19, 2017
Rain Date:	N/A	**Created By:**	JDS

Christy Rigney

From: Kara Gauntt <kara_gauntt@sria-fla.com>
Sent: Tuesday, April 24, 2018 1:06 PM
To: Christy Rigney; Anita Brooks-Ingram; Kelly J. Goad
Cc: Robbie Schrock; Charles R. Morgan (crmorgan@co.escambia.fl.us); Kevin Pachucki (kpachucki@escambiaso.com); Paolo Ghio
Subject: RE: Letter of Acknowledgement

Christy,

Please consider this email acknowledgement of the fireworks display for **Second Baptist Church and Portofino Island on June 13, 2018 @ 9:45PM.** Site address is 10 Portofino Drive, Pensacola Beach FL.

Thanks

****Please note that I am your point of contact as Cheryle no longer works for the Santa Rosa Island Authority.****

Kara Gauntt

Santa Rosa Island Authority
Human Resources/Events Coordinator
1 Via de Luna
Pensacola Beach, FL 32561
Phone 850-932-2257
Cell 850-797-2957
Fax 850-932-1866

SRIA Mission:
"To preserve our natural resources, manage growth & promote eco-friendly tourism in a clean, safe community environment."

From: Christy Rigney [mailto:C.Rigney@pyroshows.com]
Sent: Tuesday, April 24, 2018 11:28 AM
To: Anita Brooks-Ingram <aingram@escambiaso.com>; Cheryle Dill <cheryle_dill@sria-fla.com>; Kelly J. Goad <KJGOAD@myescambia.com>
Subject: Letter of Acknowledgement

Hello all ,

Pyro Shows would like to inform you that we will be proving a fireworks display for Second Baptist Church and Portofino Island on June 13, 2018 @ 9:45PM. Site address is 10 Portofino Drive, Pensacola Beach FL.

Please issue a letter or email letting me know you have been notified of this event.

Thank you and have a great day!!

Christy L. Rigney | *Permitting*
PYRO SHOWS, Inc.

P.O. Box 1776 | 115 N. 1st Street | LaFollette, TN 37766
d 423.352.0022 | **t** 800.662.1331 | **f** 423.562.9171

Transforming special occasions into ***EPIC*** events! www.pyroshows.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13596 **County Administrator's Report 14. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Memorandum of Agreement between United States Coast Guard and Escambia County
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement between the United States Coast Guard and Escambia County Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Memorandum of Agreement between the United States Coast Guard and Escambia County Public Safety Department:

A. Approve the Memorandum of Agreement to establish the terms and conditions under which Escambia County, through the Communications Division of the Department of Public Safety and the United States Coast Guard that will define the National Interoperability Field Guide (NIFOG) radio channels and Incident Command Procedure that will be used during a joint mission.; and

B. Authorize Department Director, Michael D. Weaver to execute the Agreement on behalf of the County.

BACKGROUND:

The United States Coast Guard and the Department of Public Safety seek effective communication and cooperation during search and rescue cases within Escambia County. This Memorandum of Agreement defines the National Interoperability Field Operations Guide (NIFOG) radio channels, and Incident Command procedures that will be used during a joint mission and outlines processes and procedures for effective communication and cooperation during

search and rescue operations.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Kristin Hual, Assistant County Attorney, reviewed the Memorandum of Agreement and approved it as to form and legal sufficiency.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board of County Commissioners must approve all Memorandums of Agreements.

IMPLEMENTATION/COORDINATION:
Implementation of the Memorandum of Agreement will be coordinated through he Department's Communications Division.

Attachments

Memorandum of Agreement

MEMORANDUM OF AGREEMENT BETWEEN U.S. COAST GUARD AND ESCAMBIA COUNTY PUBLIC SAFETY DEPARTMENT

1. PARTIES. The parties to this Agreement are the United States Coast Guard, (USCG) and Escambia County Public Safety Department, Pensacola, Florida.

2. AUTHORITY. This Agreement is authorized under the provisions of 14 U.S.C. §§ 2, 88, and 141.

3. PURPOSE. The Purpose of this Agreement is to set forth procedures for effective communication and cooperation during search and rescue cases within Escambia County, Florida.

4. RESPONSIBILITIES:

U. S. Coast Guard.

a. May disseminate a report of distress to Escambia County (850) 471-6300 or Santa Rosa County (850) 983-5370.

b. The USCG adheres to the Department of Homeland Security's National Interoperability Field Operations Guide (NIFOG) Federal/ Non-Federal Interoperability Plan, which delineates the following primary and secondary channels:

Primary Channel: UTAC 41 (UHF UCALL41) (453.4625mhz)

Secondary Channels:

(1) VHF 16 (use to make initial contact then switch to VHF 83A)
(2) VHF 83A (157.1750mhz)

c. During search and rescue cases that extend beyond one operational day, the USCG may establish an Incident Command Post (ICP) and may utilize the Incident Command System (ICS) for a Unified Command, or Liaison Officers/Agency Representatives at a single ICP.

d. The USCG agrees that, in the event an ICP is established, every unit participating in the response shall check in and out with the ICP.

e. The USCG is not required to submit status or progress reports concerning these agreements.

Escambia County Department of Public Safety.

a. May disseminate reports of distress through the USCG Sector Mobile Command Center at (251) 441-6211 and/or USCG Station Pensacola at (850)453-8282.

b. The Escambia County Department of Public Safety agrees to adhere to the Department of Homeland Security's National Interoperability Field Operations Guide (NIFOG) Federal/ Non-Federal Interoperability Plan, which delineates the following primary and secondary channels:

Primary Channel: UTAC 41 (UHF UCALL41) (453.4625mhz)

Secondary Channels:

(1) VHF 16 (Used to make initial contact then switch to VHF 83A)
(2) VHF 83A (157.1750mhz)

c. The Escambia County Department of Public Safety agrees to utilize the Incident Command System (ICS) in a Unified Command, or Liaison Officers/Agency Representatives at a single ICP.

d. The Escambia County Department of Public Safety agrees that, in the event an ICP is established, every responding unit shall check in and out with the ICP.

5. POINTS OF CONTACT.

Commander (s)
U.S. Coast Guard Sector Mobile 1500 15th Street
Mobile, AL 36615
(251) 441-6211

Officer in Charge
U.S. Coast Guard Station Pensacola
21 Slemmer Ave.
Pensacola, FL 32508
(850) 453-8282

Director
Escambia County Public Safety
6575 N. W Street
Pensacola, FL 32505
(850) 471-6300

6. OTHER PROVISIONS.

a. Nothing is this agreement is intended to conflict with current law or regulation or the directives of the Coast Guard or the Escambia County Department of Public Safety. If a term of this Agreement is inconsistent with such authority then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

b. The parties understand and agree that a party's response to a request for assistance shall depend upon existing emergency conditions within its jurisdiction and the availability of its resources.

c. All responsibility or liability for the maintenance, security, and accountability of apparatus, equipment, and personnel furnished by a party responding to any actual or potential emergency, for or on behalf of the other party, shall be borne by the party providing the apparatus, equipment, and personnel responding to the emergency.

d. The USCG is an agency of the Federal government and, as such, is self-insured for tort and contract liability or any other damages caused by the official activities of the USCG.

e. Escambia County is self-insured and claims, if any, shall be submitted in accordance with the notice of claims provision mandated by Florida Statute.

f. The United States' liability for damage to or loss of property, personal injury, or death resulting from the official activities of the USCG shall be governed by relevant federal statues which may authorize a cause of action against the United States, including the Federal Tort Claims Act (28 U.S.C. Section 2671-2680), the Contract Disputes Act of 1978 (41 U.S.C. Section 601-613), the Military Claims Act (10 U.S.C. Section 2733), the Suits in Admiralty Act (46 U.S.C. Section 741-752), and the governing Federal Regulations found at 33 C.F.R, Part 25.

7. EFFECTIVE DATE. This agreement, after being properly executed by both parties, will become effective on January 1st, 2018.

8. MODIFICATIONS. This agreement may be modified upon the mutual written consent of the signatories to this agreement or successors to the respective positions of Director, Escambia County Department of Public Safety and Commanding Officer, U.S. Coast Guard Sector Mobile.

9. TERM AND TERMINATION. The term of this agreement shall commence on the Effective Date referenced above, and remain in effect until October 1st, 2020, unless earlier terminated as provided herein. The agreement may be extended by mutual written agreement of the parties. Any party upon 30 days written notice to the other party may terminate this agreement.

APPROVED BY:

Sector Commander, U.S. Coast Guard Sector Mobile

By: M. R. McLellan Date: 3/19/18

M. R. McLellan, USCG

Approved as to form and legal sufficiency.

By/Title: [illegible]

Date: 3/23/18

Director, Escambia County Department of Public Safety

By:_____ Date:_____

Mike Weaver, Public Safety Director

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14134 **County Administrator's Report 14. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
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 - Michael D. 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 Michael D. Weaver, Escambia County Public Safety Director, to execute the documents necessary to complete the acquisition of this property.

The County Attorney asks that you please note this agreement contains an indemnity provision that is not favorable for the County. However, the State of Florida requires the County to agree to this provision to participate in this program.

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:

Alison Rogers, County Attorney, has reviewed and approved the property actions forms as to it's form and legal sufficiency. The County Attorney asks that you please note this agreement contains and indemnity provision that is not favorable for the County. However, the State of Florida requires the County to agree to this provision to participate in this program.

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

Truck Property Action Form

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.

Approved as to form and legal sufficiency.
By/Title:
Date: 4/30/18

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-14071 **County Administrator's Report 14. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Request for Disposition of Property
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned disposed of properly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

Attachments

Disposition of Property Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330206

Norman W. Robinson II DATE: 04/23/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: (850)475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	54601	Treadmill	05-94251	TTZ700	2005	Poor/Outdated

Disposal Comments: Cost of repairs exceeds the value of the treadmill

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: 04/23/2018

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

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

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330603/EMS Billing

Joseph A. Scialdone DATE: 4/19/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Joe Scialdone Digitally signed by Joe Scialdone DN: cn=Joe Scialdone, ou=Public Safety, ou=EMS Billing Office, email=JAScialdone@MyEscambia.com, c=US Date: 2018.07.20 10:46:59 -05'00' Phone No: 850-471-6507

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55679	Dell Optiplex 745	BNXJF	DCTR	2007?	Bad

Disposal Comments: PC MUST be re-imaged or have its Hard Drive removed prior to disposal, as it was taken out of service from the EMS Billing Office.

INFORMATION TECHNOLOGY (IT Technician): Justin Holcomb

Print Name

PROPERTY OF
ESCAMBIA COUNTY, FLORIDA
55679

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Mike Weaver

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-14157 **County Administrator's Report 14. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Termination for Convenience with Escambia County(AL) Healthcare Authority
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Termination for Convenience with Escambia County (Alabama) Healthcare Authority - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Termination for Convenience notification from Escambia County (Alabama) Healthcare Authority:

A. Approve the Termination for Convenience; and

B. Authorize a waiver of the 30-day notification and make it effective May 14, 2018. Written notification was received from the Escambia County (Alabama) Healthcare Authority on May 1, 2018, stating they had obtained an EMS provider that would begin service to their area on May 14, 2018.

BACKGROUND:

Escambia County has provided Emergency Medical Services for Flomaton, Alabama for over 35 years. This has been done through an interlocal agreement with the Escambia County (AL) Health Care Authority. The Escambia County Board of County Commissioners approved a 3-year term on November 05, 2015.

Through the budgeting process the Escambia County Board of County Commissioners approved additional EMS personnel to begin servicing the Walnut Hill communities. This approval also included a request for Flomaton to begin researching other options for an EMS provider due to our increased service needs within our county.

We received written notification from the Escambia County (AL) Healthcare

Authority on May 1, 2018 stating they had obtained an EMS provider that would begin service to their area on May 14, 2018. The agreement includes a clause allowing for either party to exercise its right of termination for convenience. This termination is effective thirty (30) days following the receipt of notification.

BUDGETARY IMPACT:

The termination of agreement for services provided in the Flomaton, AL would reduce revenue in Fund 408, Emergency Medical Services by $96,474.12.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Steve White, EMS Chief, will coordinate with Escambia County (AL) Healthcare Authority to transition ambulatory service to the new EMS provider.

Attachments

Termination for Convenience Notification

Escambia County Healthcare Authority

P.O. Box 908 Brewton, Alabama 36427
Telephone (251) 809-8398

Ruth Harrell, Chairman
Deborah Rowell, Vice-Chairman
Don Ward, Treasurer
Chris B. Griffin, Executive Secretary

Bo Brantley
Sharon Davidson
Keith Horton

Nancy Lowrey
Alexis Maloy
Rev. Alfonzia Williams

May 1, 2018

Escambia County Florida
Attn: County Administrator
221 Palafox Place
Suite 420
Pensacola, FL 32502

Re: Termination for Convenience – Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida

Dear County Administrator,

Several months back we were contacted by Mr. Michael D. Weaver, Public Safety Director for Escambia County Florida, regarding our current EMS agreement with Escambia County Florida. Mr. Weaver, indicated that due to increased EMS demands, Escambia County Florida had interest in directing their primary EMS resources toward the citizens of Escambia County Florida and requested that the Escambia County Healthcare Authority (Authority) begin looking for other options to cover the EMS needs for the Flomaton area of Escambia County, Alabama.

Since that time, the Authority has been working diligently to develop an alternative EMS coverage model for the Flomaton area of Escambia County, Alabama. I am pleased to advise that the Authority has reached a 24 x 7 EMS coverage agreement with LifeGuard Ambulance Services, with an effective coverage start date and time of May 14, 2018 at 8:00 a.m. In accordance with paragraph 16. (a) of our agreement, please accept this letter as the Authority's notice of termination for convenience.

I would like to take this opportunity to thank Mr. Weaver, Escambia County Florida EMS, and the Escambia County Florida Commission for their solid history of support of EMS services in Escambia County, Alabama and for their willingness and flexibility in working with the Authority to make this transition possible. If you have any questions or need to discuss this matter further, please contact me by phone at 251-809-8398 or by email at cgriffin@dwmmh.org.

Sincerely,

Chris B. Griffin
Executive Secretary

Copy: Ruth Harrell, Chairman
Escambia County Healthcare Authority

Michael D. Weaver, Public Safety Director
Escambia County Florida

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14147 **County Administrator's Report 14. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Disposition of Property
From: Will Moore, Chief Deputy Court Administrator
Organization: Court Administration
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for Court Administration - Will Moore, Chief Deputy Court Administrator

That the Board approve the Request for Disposition of Property Form for the Court Administration Office, for property that has far exceeded the manufacturer's warranty and is past it's end of life. Some equipment is not operational and is now no longer of use to the department.

BACKGROUND:
IT equipment purchased from Article 5 funding by the Office of the Court Administrator, Robin Wright.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Approved by Craig Van Brussel, Court Technology Officer for the Office of the Court Administrator, Robin Wright.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
In compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Items have no residual value other than scrap. Recommend Escambia County pick up items for disposal/destruction. Please contact Patt Ormerod at 595-4406 to schedule pickup.

Attachments

Request for Disposal

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Court Administration COST CENTER NO: 410515

Patricia Lynn Ormerod DATE: 05/04/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: (850)595-4406

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59398	Latitude Laptop	8RNR5S1	E5520	2012	
Y	59397	Latitude Laptop	8RNT4S1	E5520	2012	
Y	59395	Latitude Laptop	8RNS4S1	E5520	2012	
Y	59394	Latitude Laptop	8RNV4S1	E5520	2012	
Y	59393	Latitude Laptop	8RLN5S1	E5520	2012	

Disposal Comments: Equipment is out of warranty and past end of life. Some equipment is no longer functional.

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: 05/04/2018

FROM: Escambia County Department Director (Signature):

Director (Print Name): Craig Van Brussel

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-13175 **County Administrator's Report 14. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Acceptance of Three Parcels of Real Property Located on Hollywood Avenue, Godwin Lane, and Massachusetts Avenue
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Three Parcels of Real Property Located on Hollywood Avenue, Godwin Lane, and Massachusetts Avenue - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning acceptance, via donation, of three parcels of real property, located on Hollywood Avenue, Godwin Lane, and Massachusetts Avenue:

A. Approve and authorize the Chairman to sign the Donation Agreement between Preferred Materials, Inc., and Escambia County;

B. Accept the donation of the following parcels, via Limited Warranty Deeds:

Property Reference Number	Address	Acreage
09-2S-30-0101-001-001	Hollywood Avenue	13.27
25-1S-31-3306-000-000	Godwin Lane	17.01
12-2S-30-7001-000-000	Massachusetts Avenue	28.16

C. Authorize the County Administrator to execute an IRS Form 8283 and a gift substantiation letter, subject to Legal sign-off; and

D. Authorize the Chairman or Vice Chairman to accept, and execute, the Limited Warranty Deeds and all other documents as necessary to complete the transaction, as of the day of delivery of the Deeds to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the

Board's acceptance at that time.

BACKGROUND:

Preferred Materials, Inc., formerly known as APAC FL, Inc. and APAC-Southeast, Inc., is donating to the county, via Limited Warranty Deed, three pit parcels.

By accepting these parcels, the existing pit properties can be utilized for stormwater management purposes by converting the pits into permitted stormwater ponds. Escambia County has obtained assurances from Florida Department of Environmental Protection that there are no outstanding environmental issues associated with these pits.

Godwin - 2028 ($700,000) Floridian ditch restoration and Godwin Lane pit regional pond.

Massachusetts Avenue and Hollywood Avenue - 2020 ($100,000), 2023 ($350,000) Massachusetts Avenue pit pond, Erress Boulevard drainage easement outfall and Massachusetts Avenue sidewalk project. Hollywood Avenue right of way already drains to this pit.

BUDGETARY IMPACT:

The Donor has agreed to pay all costs associated with the recording of the documents. Taxes for the current year are not yet due and payable. A recommendation will be brought before the Board to cancel the taxes as provided in Section 196.28, Florida Statutes, when the donation is complete.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Limited Warranty Deeds were approved as to form and legal sufficiency by Stephen West, Assistant County Attorney. The IRS Form 8283 and gift substantiation letter are subject to legal sign-off.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, county staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will have the Limited Warranty Deeds recorded in the public records of Escambia County, Florida.

Attachments

Donation Agreement with Public Disclosure
Hollywood Map
Godwin Lane Map
Massachusetts Ave Map
FDEP Hollywood
FDEP Godwin Lane
FDEP Massachusetts Ave
ESA letter

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2017) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Jonathan Spear, as Chief Financial Officer of Midsouth Paving, Inc. as delegate with the power and full authority of Preferred Materials, Inc., a Georgia corporation, do hereby attest and affirm:

1. That the address for Preferred Materials, Inc. is 4636 Scarborough Drive, Lutz, Florida 33559.

2. Pursuant to Florida Statute 286.23(3)(a) Preferred Materials, Inc. is exempt from making a Public Disclosure of Interest as it is a wholly owned subsidiary of CRH, plc a publicly traded company.

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A to Escambia County, Florida.

Witness: _____

_____
Jonathan Spear, Chief Financial Officer of Midsouth Paving, Inc. as delegate with power and full authority of Preferred Materials, Inc.

Print Name: KAREN H. HORTON

Witness: Pat Roden

Print Name: Pat Roden

STATE OF Alabama
COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 2nd day of March, 2018, by Jonathan Spear, as Chief Financial Officer of Midsouth Paving, Inc. as delegate with the power and full authority of Preferred Materials, Inc., a Georgia corporation, on behalf of Preferred Materials, Inc. He ✓ is personally known to me, or ____ has produced a current _____ as identification.

(Notary Seal)

_____
Signature of Notary Public

RAMONA JONES
Printed Name of Notary Public

DONATION AGREEMENT

This Donation Agreement (this "***Agreement***") is entered into as of May _____, 2018, by and between **Preferred Materials, Inc.**, a Georgia corporation, having a mailing address of 4636 Scarborough Drive, Lutz, Florida 33559 (the "***Donor***") and **Escambia County**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, having a mailing address of 221 Palafox Place, Pensacola, Florida 32502 (the "***Donee***").

RECITALS:

WHEREAS, Donee is a political subdivision of the State of Florida and the contribution will constitute a "charitable contribution" within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "***Code***").

WHEREAS, the Donor owns certain real property comprised of approximately 58.440 acres, more or less, of land located in the Escambia County, Florida, as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference, together with all rights, privileges and appurtenances thereto belonging (the "***Real Property***");

WHEREAS, the Donor wishes to donate and contribute the Real Property to Donee and Donee wishes to accept such donation, all in accordance with the terms of this Agreement; and

WHEREAS, the parties hereto wish to specify the timing, conditions and terms of the donation.

WITNESSETH:

1. **Donation and Acceptance.** Donor agrees to donate, convey and transfer to Donee, and Donee agrees to receive and accept from the Donor, all of the Donor's right, title and interest in and to the Real Property subject to the terms, conditions and provisions hereof.

2. **Donative Intent**. The Real Property is being donated by the Donor to Donee as a charitable gift. Donee has not contributed nor given anything of any value in exchange for the donation.

3. **Conveyance**. The conveyance by the Donor of the Real Property to Donee shall be by Limited Warranty Deed in the form of Exhibit "B" attached hereto and incorporated herein by reference (the "***Deed***"). The Deed shall contain a restrictive covenant hereby agreed to by Donor and Donee, prohibiting in perpetuity the use of the property for the (i) mining, excavation or extraction of sand, gravel, clay, overburden, dolomite, limestone, sandstone, boulders, stones or rocks suitable for use in building, construction and road making (including concrete, clay brick, asphalt, roadbeds, railroad ballast or other use), (ii) operation of an asphalt plant or asphalt-related business, (iii) operation of a concrete, concrete block, glass, or other building products plant, or (iv) operation of concrete batch plant (including both ready-mix plants and central-mix plants) or (v) operation of a concrete paver, edger or pre-built modular hardscapes plant. However, Donee may conduct not-for-profit excavation on the Property for construction and maintenance of a public

stormwater facility and associated public infrastructure, store machinery and equipment on the Property, and stockpile materials brought on to the Property from other sources. Donee may use materials excavated from the Property for maintenance of its roads and other public infrastructure; provided; however, that such excavation and removal of materials is incidental to the construction and maintenance of the above-referenced public stormwater facility. Such covenant shall run with the land and shall be binding upon Buyer's successors and assigns and all subsequent owners of the property until its natural expiration or earlier termination by the Seller. Such covenant is only for the benefit of the Seller and its successors or assigns.

4. **Title and Survey**. At Donee's election and at its sole cost and expense, Donee may obtain a title commitment for an ALTA Owner's Policy of Title Insurance insuring title to the Real Property to Donee to be issued by a title company acceptable to Donee. Donor may at Donor's sole cost and expense, obtain a survey or surveyor's certificate for the Real Property stating the value of the Property by an appraiser qualified to value property for tax purposes. Donee agrees to cooperate with Donor in completing the Form 8283 and will provide a gift substantiation letter.

5. **Donor Warranties and Representations**. Donor represents and warrants to Donee as follows:

a) The Donor is a duly organized and validly existing corporation under the laws of the State of Georgia and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

b) The Donor is not a "nonresident alien," "foreign corporation," "foreign partnership," "foreign limited liability Donor," "foreign trust" or "foreign estate" within the meaning of Code Section 1445 and any related Treasury Regulations.

6. **Donor's Disclaimer of all other Warranties and Representations**. **EXEPT AS PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT, DONEE ACKNOWLEDGES AND AGREES THAT (a) THE REAL PROPERTY SHALL BE CONVEYED, AND DONEE SHALL ACCEPT THE REAL PROPERTY ON THE CLOSING DATE, "AS IS, WHERE IS, WITH ALL FAULTS"; (b) EXCEPT FOR DONOR'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5 OF THIS AGREEMENT, AND ANY EXPRESS REPRESENTATIONS OR WARRANTIES CONTAINED IN THE DOCUMENTS DELIVERED BY DONOR AT CLOSING (HEREIN COLLECTIVELY CALLED THE "DONOR'S WARRANTIES"), NEITHER THE DONOR, NOR ITS AFFILIATED COMPANIES, INCLUDING ITS COUNSEL, NOR ANY MEMBER, PARTNER, SHAREHOLDER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, NOR AFFILIATE OF DONOR, NOR ANY OTHER PARTY RELATED IN ANY WAY TO ANY OF THE FOREGOING (ALL OF WHICH PARTIES ARE HEREIN COLLECTIVELY CALLED THE "COMPANY PARTIES") HAVE OR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO DONEE WITH RESPECT TO THE REAL PROPERTY, ANY MATTER SET FORTH, CONTAINED OR ADDRESSED IN ANY DOCUMENTS (INCLUDING, BUT NOT LIMITED TO, THE ACCURACY AND COMPLETENESS THEREOF) OR THE RESULTS OF ANY**

INVESTIGATIONS RELATED TO THE REAL PROPERTY PREVIOUSLY CARRIED ON BY DONOR; AND (C) DONEE HAS CONFIRMED INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO THE DONATION OF THE REAL PROPERTY. DONEE SPECIFICALLY ACKNOWLEDGES THAT, EXCEPT FOR DONOR'S WARRANTIES, DONEE IS NOT RELYING ON (AND DONOR DOES HEREBY DISCLAIM AND RENOUNCE) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, FROM DONOR, AS TO: (i) THE OPERATION OF THE REAL PROPERTY, USES, OR MERCHANTABILITY OR FITNESS OF ANY PORTION OF THE REAL PROPERTY FOR A PARTICULAR PURPOSE; (ii) THE PHYSICAL CONDITION OF THE REAL PROPERTY OR THE CONDITION OR SAFETY OF THE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, SUITABILITY OF THE REAL PROPERTY FOR A PARTICULAR PURPOSE; (iii) THE PRESENCE OR ABSENCE, LOCATION OR SCOPE OF ANY HAZARDOUS MATERIALS IN, AT, OR UNDER THE REAL PROPERTY; (vii) THE ACCURACY OF ANY STATEMENTS, CALCULATIONS OR CONDITIONS STATED OR SET FORTH IN DONOR'S BOOKS AND RECORDS CONCERNING THE REAL PROPERTY; (viii) THE OPERATING PERFORMANCE, THE INCOME AND/OR EXPENSES OF THE REAL PROPERTY; OR (ix) THE ABILITY OF DONEE TO OBTAIN ANY AND ALL NECESSARY OR DESIRED GOVERNMENTAL APPROVALS OR PERMITS FOR DONEE'S INTENDED USE OF THE REAL PROPERTY. DONEE FURTHER ACKNOWLEDGES AND AGREES THE DONOR IS NOT UNDER ANY DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES (EXCEPT WITH RESPECT TO DONOR'S WARRANTIES AS SET FORTH IN SECTION 5 OF THIS AGREEMENT) OR INQUIRY REGARDING ANY MATTER WHICH MAY OR MAY NOT BE KNOWN TO THE DONOR.

7. **Donee Warranties, Representations and Acknowledgements**. Donee represents and warrants to Donor as follows:

(a) Donee hereby warrants and represents to the Donor that it is a duly organized and validly existing political subdivision under the laws of the State of Florida and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) Donee acknowledges that (i) it has inspected the Real Property to its full and complete satisfaction with the full cooperation of the Donor, (ii) such inspection was undertaken by one or more persons of Donee's choosing, and (iii) it had reasonable and full access to the Real Property for the purposes of its inspection. Donee acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements concerning the Real Property other than those that are specifically included in this Agreement. Donee acknowledges the present state and condition of the Real Property and agrees to accept the Real Property, notwithstanding any known or unknown deficiencies or defects of or with respect to the Real Property, and agrees not to assert any claim or attempt to rescind the transfer and gift of the Real Property to Donee based on the state or condition of the Real Property.

8. **The Donor's Documentation and Delivery of Instruments**. Prior to Closing or otherwise in the time periods specifically set forth herein, the following documents and instruments will be delivered by the Donor to Escrow Agent:

(a) The Deed, executed by the Donor, conveying to Donee all of the Donor's right, title and interest in and to the Real Property; and

(b) such other documents as may be reasonably necessary to effectuate the terms and conditions of this Agreement.

9. **Donee's Documentation and Delivery of Instruments**. Prior to Closing or otherwise in the time periods specifically set forth herein, the following documents and instruments will be delivered by Donee to the Escrow Agent:

(a) One (1) copy of Donee Acknowledgment (Part IV) of Section B of IRS Form 8283, executed by Donee by an official authorized to sign the tax returns for Donee or by a person specifically designated to sign Form 8283; and

(b) such other documents as may be reasonably necessary to effectuate the terms and conditions of this Agreement, including but not limited to a Gift Substantiation Letter.

10. **Closing.** The consummation of the donation in accordance herewith ("***Closing***") shall be held on or before May 31, 2018**,** unless otherwise extended by Donor or Donee pursuant to a right to do so as expressly set forth herein or by mutual agreement.

11. **Costs and Expenses**. Donor will be responsible for the payment of the cost of recording the Deed, any Real Property transfer tax or conveyance fees, and any other costs and expenses required to effectuate the transfer contemplated hereby.

12. **Charitable Use**. Donee intends to use the Real Property exclusively for public purposes within the meaning of Code Section 170(c)(1) and that no part of the net earnings thereof will inure to the benefit of any private shareholder or individual.

13. **Commissions and Fees**. The Donor and Donee each represents to the other that it has not dealt with any real estate agent or brokerage firm in connection with the transactions contemplated by this Agreement and is not aware of any real estate commissions that are or will become due to any such agent or firm in connection with such transactions.

14. **Miscellaneous**.

(a) **Relationship of the Parties**. Notwithstanding any provision to the contrary in this Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

(b) **Severability**. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

(c) **Waiver**. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

(d) **Notices**. All notices herein authorized or required to be given to Donee shall be sent certified mail, registered mail or overnight express, postage prepaid, to Donee at:

Stephen G. West, Senior Assistant County Attorney
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
Fax: (850) 595-4979
sgwest@myescambia.com

or to such other address as Donee may from time to time designate in accordance with this Paragraph. All notices herein authorized or required to be given to the Donor shall be sent by certified mail, registered mail or overnight express, postage prepaid, to the Donor at:

Midsouth Paving, Inc.
500 Riverhills Business Park, Suite 590
Birmingham, AL 35242
Attention: Jonathan Spear
Facsimile: (205) 437-4623
Email: Jonathan.Spear@midsouthpaving.com

With a Copy To:

Oldcastle Law Group
900 Ashwood Parkway, Suite 600
Atlanta, GA 30338-4780
Attention: General Counsel
Facsimile: (770) 392-5305

or to such other address as the Donor may from time to time designate in accordance with this paragraph.

(e) **Entire Agreement**. This Agreement sets for the complete understanding and agreement of the parties with respect to the Real Property and the transaction that is the

subject of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and Donee and the Donor agree that they will not rely on any representations or agreements other than those contained in this Agreement.

(f) **Further Assurances**. Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

(g) **Survival**. All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Agreement and the conveyance of the Real Property being conveyed hereunder.

(h) **Headings**. The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

(i) **Exhibits**. The Exhibits attached hereto are a part of this Agreement.

15. **Applicable Law and Binding Effect**. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. **Counterparts**. This Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Donor and Donee have caused this Agreement to be executed under seal as of the date first above written.

DONOR:

Preferred Materials, Inc.,
a Georgia corporation

By: _____

Name: Jonathan Spear

Title: CFO of Midsouth Materials Region. as delegate with power and full authority of Preferred Materials, Inc.

DONEE:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Jeff Bergosh, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: April 16, 2018

EXHIBIT A

Property Description

Of the Property in the name of APAC – Florida, Inc.:

The West 573.00 feet of the Southwest ¼ of the Southwest ¼ of Section 25, Township 1 South, Range 31 West, Escambia County, Florida, LESS AND EXCEPT the South 33 feet, containing 17.01 acres more or less.

Of the Property in the name of APAC – Southeast, Inc.:

Parcel 14

Lots 1, 2, and 4 of McMillian's Subdivision of Lot 1, of the Carlos Devilliers Grant, Section 9, Township 2 South, Range 30 West, according to plat thereof recorded in Deed Book 31, Page 624 of the Public Records of Escambia County, Florida, less the South 30 feet of Lots 1 and 2, and less road right-of-way for Hollywood Avenue.

Parcel 15

Parcel "A"

Begin at the Southeast corner of Section 12, Township 2 South, Range 30 West, as designated by a concrete marker, thence run North 2 degrees 59' West along the East line of Section 12, a distance of 1376.33 feet to the Point of Beginning, thence run North 65 degrees 54' West for 40.83 feet, thence run South 24 degrees 06' West for 43.11 feet, thence run North 65 degrees 54" West for 37 feet, thence run South 21 degrees 33' West for 59.8 feet, thence run South 87 degrees 02' West and parallel to the South line of said Section 12 for 226.72 feet, thence run North 2 degrees 59' West and parallel to the East line of Section 12 for 519.71 feet to a point on a curve on the Southerly right-of-way of Mass. Ave., thence run Northeasterly along arc of said curve to a point on said curve (chord distance =212.92 feet, chord bearing = North 55 degrees 58' 57" East) thence run South 5 degrees 42' East for 392 feet, thence run North 44 degrees 27' East for 46.75 feet, thence run North 73 degrees 53' East for 107.83 feet to the East Line of Section 12, thence run South 2 degrees 59' East along the East line for 236.82 feet to the Point of Beginning. (3.34 acres)

Parcel "B"

Begin at the Southeast corner of Section 12, Township 2 South, Range 30 West as designated by a concrete marker; thence run North 2 degrees 59' West along the East line of Section 12 for 2120.62 feet

to a point on a curve on the Northerly right-of-way line of Mass. Ave., for the Point of Beginning; thence continue along said East line for 64.23 feet to a point designated by a concrete marker, thence run South 87 degrees 01' West a distance of 341.26 feet to a point designated by a concrete marker, thence run South 2 degrees 59' East and parallel to the East line of Section 12 a distance of 238.1 feet to a point on a curve on the Northerly right-of-way line of Mass. Ave., thence run Easterly along arc of said curve to the Point of Beginning (chord distance =382.73 feet, chord bearing = North 60 degrees 01' 05" East) (1.18 acres)

Parcel "C"

Beginning at the Southeast corner of Government Lot 7, which is also the Southeast corner of Section 12, Township 2 South, Range 30 West; thence North 2 degrees 59' West along the East line of said section 1,129.5 feet, more or less, to a concrete monument; thence South 87 degrees 02' 40" West 114.63 feet to a concrete monument; thence North 2 degrees 59' West 190 feet; thence South 87 degrees 02'40" West 226.72 feet to a concrete monument; thence North 2 degrees 59' West 865.51 feet to a concrete monument; thence North 87 degrees 01' East 341.26 feet to a point on the East line of Section 12; thence North 2 degrees 59' West 126.15 feet to a rod; thence North 21 degrees 37' West 316.1 feet to a rod; thence North 68 degrees 23' East 92 feet to a rod at the Northeast corner of Section 12; thence South 87 degrees 02' 40" West 657.08 feet to the Northwest corner of the East half of Government Lot 7, in Section 12; thence South 2 degrees 59' East 2,639 feet to the Southwest corner of the said East half of Government Lot 7; thence North 87 degrees 02' 40" East along South line of Section 12 to the Point of Beginning, containing 32.91 acres, more or less, LESS AND EXCEPT that portion of property in the Southwest corner of the above-described property sold to Henry J. Myers and wife by deed recorded in Official Record Book 493 at Page 682 of the records of Escambia County, Florida, which contains 0.7363 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY TO-WIT:

Commence at the Southwest corner of the East half of Government Lot 7, Section 12, Township 2 South, Range 30 West, Escambia County, Florida, said point also being the Southeast corner of Lot 4 Block C of the fourth addition of Mayfair as recorded in Plat Book 6 at Page 5 of the Public Records of Escambia County, Florida; thence go North 00 degrees 29 minutes 00 seconds West along the West line of the East half of said Government Lot 7, the aforesaid line also being the East boundary line of the aforesaid fourth addition of Mayfair a distance of 120.00 feet to the Northeast corner of Lot 4, Block C, fourth addition of Mayfair also being the Northwest corner of a parcel of land as described in Official Records Book 493 at Page 682 of the Public Records of Escambia County, Florida and the Point of Beginning; thence departing the aforesaid West line of the East half of Government Lot 7, go North 89 degrees 31 minutes 00 seconds

East along the North boundary line of the aforesaid parcel of land as described in Official Records Book 493 at Page 682 a distance of 267.29 feet to the Northeast corner of the aforesaid parcel of land; thence go South 00 degrees 29 minutes 00 seconds East along the East boundary line of the aforesaid parcel of land a distance of 120.00 feet to the Southeast corner of the aforesaid parcel of land; thence go North 89 degrees 31 minutes 00 seconds East along the South line of Section 12, Township 2 South, Range 30 West, Escambia County, Florida, the aforesaid line also being the North boundary line of the second addition of Mayfair as Recorded in Plat Book 4 at Page 53 of the Public Records of said County a distance of 403.57 feet to the Southeast corner of the aforesaid Section 12; thence go North 00 degrees 30 minutes 40 seconds West along the field monumented East line of the aforesaid Section 12 a distance of 350.00 feet to a point hereinafter referred to as Point "A" ; thence continue North 00 degrees 30 minutes 40 seconds West along the aforesaid field monumented East Section line distance of 175 feet more or less to the centerline of Bellshead Branch; thence meander Northwesterly along the aforesaid centerline to the aforementioned West line of the East half of Government Lot 7; thence go Sough 00 degrees 29 minutes 00 seconds East along the aforesaid West line of the East half of Government Lot 7 a distance of 10 feet more or less to the Northeast corner of Lot 8, Block 'B' of the aforementioned fourth addition to Mayfair, said point lying North 66 degrees 57 minutes 23 seconds West a distance of 731.50 feet from the aforementioned point "A", thence continue South 00 degrees 29 minutes 00 seconds East along the aforesaid West line of the East half of Government Lot 7 and the East boundary line of fourth addition to Mayfair a distance of 522.00 feet to the Point of Beginning. The above described parcel of land is situated in a portion of the East half of Government Lot 7, Section 12, Township 2 South, Range 30 West, Escambia County, Florida and contains 8.3 acres more or less.

EXHIBIT B

Form of Deed

This Instrument Prepared By:
Oldcastle Law Group
Attn: General Counsel
Oldcastle, Inc.
900 Ashwood Parkway
Suite 600
Atlanta, GA 30338-4780

Tax Assessment No.: _____

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED ("**Deed**") made effective as of the _____ day of _____, 2018 by **PREFERRED MATERIALS, INC.**, a Georgia corporation, f/k/a Oldcastle Southern Group, Inc., a Georgia corporation, f/k/a APAC-Southeast, Inc., a Georgia corporation whose mailing address is 4636 Scarborough Drive, Lutz, Florida 33559, ("**GRANTOR**"), to **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, having a mailing address of 221 Palafox Place, Pensacola, Florida 32502 ("**GRANTEE**").

WITNESSETH:

That the GRANTOR, for valuable consideration paid, the receipt of which is hereby acknowledged, by these presents does remise, release and convey unto the GRANTEE, its heirs, successors and assigns, all of the right, title, interest, claim and demand which GRANTOR has in the following certain land situated in Escambia County, Florida (the "**Property**"):

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto GRANTEE, its successors and assigns, forever.

This Deed is made subject to all legal highways, zoning and building laws, ordinances and regulations, to all restrictions, easements, rights-of-way, exceptions, reservations and conditions contained in prior

instruments of record in the chain of title to the Property and to any state of facts which an accurate survey would show.

GRANTEE covenants and agrees not to use or permit use of the Property for the (i) mining, excavation or extraction of sand, gravel, clay, overburden, dolomite, limestone, sandstone, boulders, stones or rocks suitable for use in building, construction and road making (including concrete, clay brick, asphalt, roadbeds, railroad ballast or other use), (ii) operation of an asphalt plant or asphalt-related business, (iii) operation of a concrete, concrete block, glass, or other building products plant or related business, or (iv) operation of a concrete paver, edger or pre-built modular hardscapes plant. However, Donee may conduct not-for-profit excavation on the Property for construction and maintenance of a public Stormwater facility and associated public infrastructure, store machinery and equipment on the Property, and stockpile materials brought on to the Property from other sources. Donee may use materials excavated from the Property for maintenance of its roads and other public infrastructure; provided; however, that such excavation and removal of materials is incidental to the construction and maintenance of the above-referenced public stormwater facility. Such covenant shall run with the land and shall be binding upon GRANTEE'S successors and assigns and all subsequent owners of the Property until its natural expiration or earlier termination by GRANTOR. Such covenant is only for the benefit of the GRANTOR and its successors or assigns.

GRANTOR, as its sole warranty herein, specially warrants to GRANTEE, and to GRANTEE'S successors and assigns, that GRANTOR, its successors and assigns, will forever defend title to the Property (subject only to the foregoing matters referred to herein) against those claims, and only those claims, of all persons who shall claim title to or assert claims affecting title to the Property or any part thereof, by, through, under or based on the acts of Grantor, but none other.

The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

{Signature of following page}

IN WITNESS WHEREOF, GRANTOR has executed this Deed under seal on the date aforesaid.

GRANTOR:

Signed, sealed and delivered
in the presence of:

PREFERRED MATERIALS, INC., a Georgia corporation

_____ By: _____

Signature of Witness #1

_____ _____

Printed Name of Witness #1 Printed Name

_____ Title: _____

Signature of Witness #2

_____

Printed Name of Witness #2

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public, in and for said county, personally appeared _____, being by me duly sworn and known to me to be the person who, as _____of Preferred Materials, Inc. the corporation which executed the foregoing instrument, signed by the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; and that he was duly authorized thereunto to execute such documents.

In Testimony Whereof, I have hereunto subscribed my name and affixed by official seal at _____, this _____ day of _____, 2018.

_____

(NOTARY SEAL) Notary Public

_____

Printed Name

My Commission Expires: _____

EXHIBIT A

Parcel 14

Lots 1, 2, and 4 of McMillian's Subdivision of Lot 1, of the Carlos Devilliers Grant, Section 9, Township 2 South, Range 30 West, according to plat thereof recorded in Deed Book 31, Page 624 of the Public Records of Escambia County, Florida, less the South 30 feet of Lots 1 and 2, and less road right-of-way for Hollywood Avenue.

Parcel 15

Parcel "A"

Begin at the Southeast corner of Section 12, Township 2 South, Range 30 West, as designated by a concrete marker, thence run North 2 degrees 59' West along the East line of Section 12, a distance of 1376.33 feet to the Point of Beginning, thence run North 65 degrees 54' West for 40.83 feet, thence run South 24 degrees 06' West for 43.11 feet, thence run North 65 degrees 54" West for 37 feet, thence run South 21 degrees 33' West for 59.8 feet, thence run South 87 degrees 02' West and parallel to the South line of said Section 12 for 226.72 feet, thence run North 2 degrees 59' West and parallel to the East line of Section 12 for 519.71 feet to a point on a curve on the Southerly right-of-way of Mass. Ave., thence run Northeasterly along arc of said curve to a point on said curve (chord distance =212.92 feet, chord bearing = North 55 degrees 58' 57" East) thence run South 5 degrees 42' East for 392 feet, thence run North 44 degrees 27' East for 46.75 feet, thence run North 73 degrees 53' East for 107.83 feet to the East Line of Section 12, thence run South 2 degrees 59' East along the East line for 236.82 feet to the Point of Beginning. (3.34 acres)

Parcel "B"

Begin at the Southeast corner of Section 12, Township 2 South, Range 30 West as designated by a concrete marker; thence run North 2 degrees 59' West along the East line of Section 12 for 2120.62 feet to a point on a curve on the Northerly right-of-way line of Mass. Ave., for the Point of Beginning; thence continue along said East line for 64.23 feet to a point designated by a concrete marker, thence run South 87 degrees 01' West a distance of 341.26 feet to a point designated by a concrete marker, thence run

South 2 degrees 59' East and parallel to the East line of Section 12 a distance of 238.1 feet to a point on a curve on the Northerly right-of-way line of Mass. Ave., thence run Easterly along arc of said curve to the Point of Beginning (chord distance =382.73 feet, chord bearing = North 60 degrees 01' 05" East) (1.18 acres)

Parcel "C"

Beginning at the Southeast corner of Government Lot 7, which is also the Southeast corner of Section 12, Township 2 South, Range 30 West; thence North 2 degrees 59' West along the East line of said section 1,129.5 feet, more or less, to a concrete monument; thence South 87 degrees 02' 40" West 114.63 feet to a concrete monument; thence North 2 degrees 59' West 190 feet; thence South 87 degrees 02'40" West 226.72 feet to a concrete monument; thence North 2 degrees 59' West 865.51 feet to a concrete monument; thence North 87 degrees 01' East 341.26 feet to a point on the East line of Section 12; thence North 2 degrees 59' West 126.15 feet to a rod; thence North 21 degrees 37' West 316.1 feet to a rod; thence North 68 degrees 23' East 92 feet to a rod at the Northeast corner of Section 12; thence South 87 degrees 02' 40" West 657.08 feet to the Northwest corner of the East half of Government Lot 7, in Section 12; thence South 2 degrees 59' East 2,639 feet to the Southwest corner of the said East half of Government Lot 7; thence North 87 degrees 02' 40" East along South line of Section 12 to the Point of Beginning, containing 32.91 acres, more or less, LESS AND EXCEPT that portion of property in the Southwest corner of the above-described property sold to Henry J. Myers and wife by deed recorded in Official Record Book 493 at Page 682 of the records of Escambia County, Florida, which contains 0.7363 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY TO-WIT:

Commence at the Southwest corner of the East half of Government Lot 7, Section 12, Township 2 South, Range 30 West, Escambia County, Florida, said point also being the Southeast corner of Lot 4 Block C of the fourth addition of Mayfair as recorded in Plat Book 6 at Page 5 of the Public Records of Escambia County, Florida; thence go North 00 degrees 29 minutes 00 seconds West along the West line of the East half of said Government Lot 7, the aforesaid line also being the East boundary line of the aforesaid fourth addition of Mayfair a distance of 120.00 feet to the Northeast corner of Lot 4, Block C, fourth addition of Mayfair also being the Northwest corner of a parcel of land as described in Official Records Book 493 at Page 682 of the Public Records of Escambia County, Florida and the Point of Beginning; thence departing the aforesaid West line of the East half of Government Lot 7, go North 89 degrees 31 minutes 00 seconds East along the North boundary line of the aforesaid parcel of land as described in Official Records Book 493 at Page 682 a distance of 267.29 feet to the Northeast corner of the aforesaid parcel of land; thence go South 00 degrees 29 minutes 00 seconds East along the East boundary line of the aforesaid parcel of land

a distance of 120.00 feet to the Southeast corner of the aforesaid parcel of land; thence go North 89 degrees 31 minutes 00 seconds East along the South line of Section 12, Township 2 South, Range 30 West, Escambia County, Florida, the aforesaid line also being the North boundary line of the second addition of Mayfair as Recorded in Plat Book 4 at Page 53 of the Public Records of said County a distance of 403.57 feet to the Southeast corner of the aforesaid Section 12; thence go North 00 degrees 30 minutes 40 seconds West along the field monumented East line of the aforesaid Section 12 a distance of 350.00 feet to a point hereinafter referred to as Point "A" ; thence continue North 00 degrees 30 minutes 40 seconds West along the aforesaid field monumented East Section line distance of 175 feet more or less to the centerline of Bellshead Branch; thence meander Northwesterly along the aforesaid centerline to the aforementioned West line of the East half of Government Lot 7; thence go Sough 00 degrees 29 minutes 00 seconds East along the aforesaid West line of the East half of Government Lot 7 a distance of 10 feet more or less to the Northeast corner of Lot 8, Block 'B' of the aforementioned fourth addition to Mayfair, said point lying North 66 degrees 57 minutes 23 seconds West a distance of 731.50 feet from the aforementioned point "A", thence continue South 00 degrees 29 minutes 00 seconds East along the aforesaid West line of the East half of Government Lot 7 and the East boundary line of fourth addition to Mayfair a distance of 522.00 feet to the Point of Beginning. The above described parcel of land is situated in a portion of the East half of Government Lot 7, Section 12, Township 2 South, Range 30 West, Escambia County, Florida and contains 8.3 acres more or less.

This Instrument Prepared By:
Oldcastle Law Group
Attn: General Counsel
Oldcastle, Inc.
900 Ashwood Parkway
Suite 600
Atlanta, GA 30338-4780

Tax Assessment No.: _____

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED ("**Deed**") made effective as of the _____ day of _____, 2018 by **PREFERRED MATERIALS, INC.**, a Georgia corporation, f/k/a Oldcastle Southern Group, Inc., a Georgia corporation, f/k/a APAC-Southeast, Inc., a Georgia corporation, f/k/a APAC-Georgia, Inc., a Georgia corporation, successor by merger from APAC-Florida, Inc., a Delaware corporation whose mailing address is 4636 Scarborough Drive, Lutz, Florida 33559, ("**GRANTOR**"), to **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, having a mailing address of 221 Palafox Place, Pensacola, Florida 32502 ("**GRANTEE**").

WITNESSETH:

That the GRANTOR, for valuable consideration paid, the receipt of which is hereby acknowledged, by these presents does remise, release and convey unto the GRANTEE, its heirs, successors and assigns, all of the right, title, interest, claim and demand which GRANTOR has in the following certain land situated in Escambia County, Florida (the "**Property**"):

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto GRANTEE, its successors and assigns, forever.

This Deed is made subject to all legal highways, zoning and building laws, ordinances and regulations, to all restrictions, easements, rights-of-way, exceptions, reservations and conditions contained in prior instruments of record in the chain of title to the Property and to any state of facts which an accurate survey would show.

GRANTEE covenants and agrees not to use or permit use of the Property for the (i) mining, excavation or extraction of sand, gravel, clay, overburden, dolomite, limestone, sandstone, boulders, stones or rocks suitable for use in building, construction and road making (including concrete, clay brick, asphalt, roadbeds, railroad ballast or other use), (ii) operation of an asphalt plant or asphalt-related business, (iii) operation of a concrete, concrete block, glass, or other building products plant or related business, or (iv) operation of a concrete paver, edger or pre-built modular hardscapes plant. However, Donee may conduct not-for-profit excavation on the Property for construction and maintenance of a public Stormwater facility and associated public infrastructure, store machinery and equipment on the Property, and stockpile materials brought on to the Property from other sources. Donee may use materials excavated from the Property for maintenance of its roads and other public infrastructure; provided; however, that such excavation and removal of materials is incidental to the construction and maintenance of the above-referenced public stormwater facility. Such covenant shall run with the land and shall be binding upon GRANTEE'S successors and assigns and all subsequent owners of the Property until its natural expiration or earlier termination by GRANTOR. Such covenant is only for the benefit of the GRANTOR and its successors or assigns.

GRANTOR, as its sole warranty herein, specially warrants to GRANTEE, and to GRANTEE'S successors and assigns, that GRANTOR, its successors and assigns, will forever defend title to the Property (subject only to the foregoing matters referred to herein) against those claims, and only those claims, of all persons who shall claim title to or assert claims affecting title to the Property or any part thereof, by, through, under or based on the acts of Grantor, but none other.

The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

{Signatures on following page}

IN WITNESS WHEREOF, GRANTOR has executed this Deed under seal on the date aforesaid.

GRANTOR:

Signed, sealed and delivered
in the presence of:

PREFERRED MATERIALS, INC., a Georgia corporation

_____ By: _____

Signature of Witness #1

_____ _____

Printed Name of Witness #1 Printed Name

_____ Title: _____

Signature of Witness #2

_____

Printed Name of Witness #2

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public, in and for said county, personally appeared _____, being by me duly sworn and known to me to be the person who, as _____of Preferred Materials, Inc. the corporation which executed the foregoing instrument, signed by the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; and that he was duly authorized thereunto to execute such documents.

In Testimony Whereof, I have hereunto subscribed my name and affixed by official seal at _____, this _____ day of _____, 2018.

_____

(NOTARY SEAL) Notary Public

_____

Printed Name

My Commission Expires: _____

EXHIBIT A

The West 573.00 feet of the Southwest ¼ of the Southwest ¼ of Section 25, Township 1 South, Range 31 West, Escambia County, Florida, LESS AND EXCEPT the South 33 feet, containing 17.01 acres more or less.

Borrow Pit Donation

ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 10/24/17 DISTRICT 2

Hollywood Avenue Pit - APAC-Southeast, Inc.

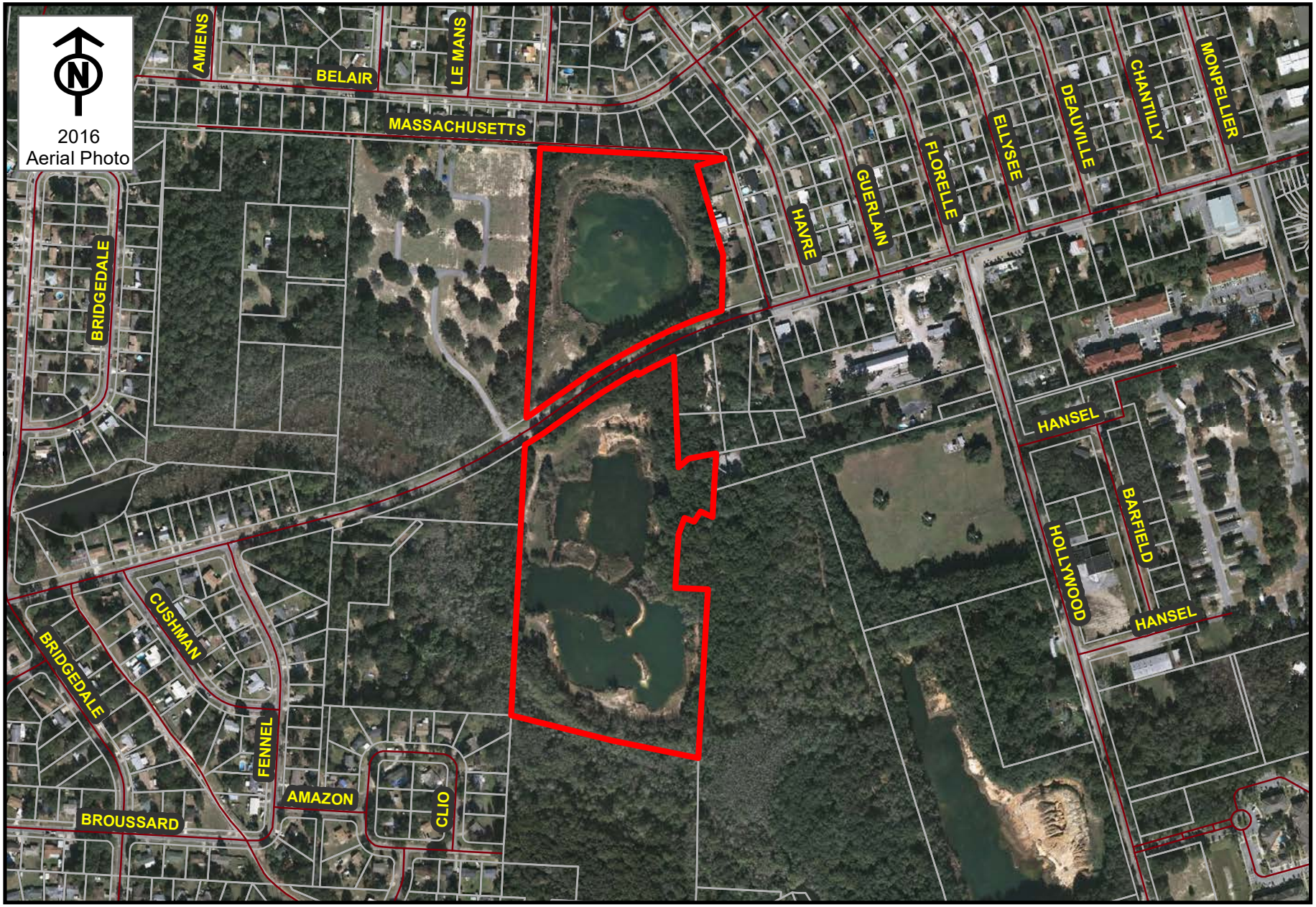
Borrow Pit Donation

ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 10/24/17 DISTRICT 1

Godwin Lane Pit - APAC FL, Inc.

Borrow Pit Donation



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 11/7/17 DISTRICT 2 & 3

Massachusetts Avenue Pit - APAC-Southeast, Inc

Florida Department of
Environmental Protection
BOB MARTINEZ CENTER
2600 BLAIR STONE ROAD, MS 3577
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

CLIFFORD D. WILSON III
INTERIM SECRETARY

Email: dan.dewiest@apac.com

December 23, 2014

Mr. Daniel R. DeWiest, CPESC
Environmental Manager – South Region
Midsouth Paving, Inc.
381Twitchell Road
Dothan, Alabama 36303

Dear Mr. DeWiest:

RE: File No. 225687-001, Edward M. Chadbourne, Inc. – Hughes Pit, Escambia County

A Reclamation Release Request for the Hughes Pit was received by the Department of Environmental Protection (Department) on November 21, 2014. It was accompanied by a Notice of Cessation of Operations that stated that the mine has been inactive for over a decade and will not be reactivated. The mine is located southwest of the Hansel Street and Hollywood Avenue intersection, in Sections 9 and 11, Township 2 South, Range 30 West in Escambia County. The parcel size is approximately 13 acres and the extent of disturbance by mining operations is approximately 8 acres.

A Notice of Intent to Mine or Mining was provided by Edward M. Chadbourne, Inc., on October 28, 1994 for the Hughes Pit. The mine was subsequently operated by Oldcastle Southern Group, Inc. The mining notice states that mining operations began on September 30, 1985. Since this is an existing mine, areas disturbed by mining operations on or before January 1, 1989 are exempt from meeting the reclamation requirements of Rule 62C-39.008, Florida Administrative Code.

Department staff inspected the mine on December 16, 2014. Current site conditions were compared with an October 26, 1989, aerial photograph as a rough approximation of site conditions that may have existed on January 1, 1989. It appears that there was no expansion of mining operations after October 26, 1989. Areas disturbed by mining operations at the Hughes Pit are not subject to the reclamation requirements of Part III of Chapter 378, Florida Statutes. Approval of a Reclamation Release Request is not required.

We encourage Oldcastle to complete reclamation at the Hughes Pit with safe, vegetated slopes. If you have recommendations, comments, or questions about reclamation regulation issues, do not hesitate to call Howard J. Hayes at 850.245.8634 or via email at howard.hayes@dep.state.fl.us.

Sincerely,

Orlando E. Rivera, PWS
Environmental Administrator
Mining and Mitigation Program

OR/hjh

Florida Department of
Environmental Protection
BOB MARTINEZ CENTER
2600 BLAIR STONE ROAD, MS 3577
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

CLIFFORD D. WILSON III
INTERIM SECRETARY

Email: dan.dewiest@apac.com

December 23, 2014

Mr. Daniel R. DeWiest, CPESC
Environmental Manager – South Region
Midsouth Paving, Inc.
381Twitchell Road
Dothan, Alabama 36303

Dear Mr. DeWiest:

RE: File No. 81941-001, Edward M. Chadbourne, Inc. – Fairground Pit, Escambia County

A Reclamation Release Request for the Fairground Pit was received by the Department of Environmental Protection (Department) on November 21, 2014. It was accompanied by a Notice of Cessation of Operations that stated that the mine has been inactive for over a decade and will not be reactivated. The mine is located northeast of the intersection of Godwin Lane and Buckland Drive, in Section 25, Township 1 South, Range 31 West, in Escambia County. The parcel size is approximately 17 acres and the extent of disturbance by mining operations is approximately 13 acres.

A Notice of Intent to Mine or Mining was provided by Edward M. Chadbourne, Inc., on October 28, 1994 for the Fairground Pit. The mine was subsequently operated by Oldcastle Southern Group, Inc. Mining operations are apparent on the September 22, 1983, aerial photograph. Since this is an existing mine, areas disturbed by mining operations on or before January 1, 1989 are exempt from meeting the reclamation requirements of Rule 62C-39.008, Florida Administrative Code.

Department staff inspected the mine on December 16, 2014. Current site conditions were compared with an October 26, 1989, aerial photograph as a rough approximation of site conditions that may have existed on January 1, 1989. It appears that there was no expansion of mining operations after October 26, 1989. Areas disturbed by mining operations at the Fairground Pit are not subject to the reclamation requirements of Part III of Chapter 378, Florida Statutes. Approval of a Reclamation Release Request is not required.

We encourage Oldcastle to complete reclamation at the Fairground Pit with safe, vegetated slopes. If you have recommendations, comments, or questions about reclamation regulation issues, do not hesitate to call Howard J. Hayes at 850.245.8634 or via email at howard.hayes@dep.state.fl.us.

Sincerely,

Orlando E. Rivera, PWS
Environmental Administrator
Mining and Mitigation Program

OR/hjh

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, MS3577
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

June 14, 2017

Midsouth Paving, Inc.
c/o Wayne Sweet
Area Manager
4375 McCoy Drive
Pensacola, Florida 32503
Wayne.Sweet@midsouthpaving.com

Dear Mr. Sweet:

RE: Reclamation Release
File Number: MMR_225682-002
Hollywood/102 Pits, Escambia County

On May 9, 2017, Midsouth Paving, Inc., (Midsouth) filed an Other Resources Mine Reclamation Release Request with the Department of Environmental Protection (Department). Midsouth seeks release from further obligations to perform reclamation at the Hollywood/102 Pits under Chapter 378, Florida Statutes (F.S.) and Chapter 62C-39, Florida Administrative Code (F.A.C.) The lands requested for release are located north and south of Massachusetts Avenue in Pensacola, Section 12, Township 2 South, Range 30 West, Escambia County.

By the early 1970's mining operations were in progress north and south of the future location of Massachusetts Avenue. The Hollywood/102 Pits is an existing mine. As provided by Rule 62C-39.008, F.A.C., at existing mines the reclamation standards apply to all areas disturbed by mining operations after January 1, 1989.

The site was inspected for release on May 17, 2017. The inspection revealed that the reclamation had been completed satisfactorily and the site could be recommended for release. Department staff are of the opinion that the Hollywood/102 Pits, as completed, complies with the requirements of Chapter 378, Part III, F.S., and Chapter 62C-39, F.A.C.

Based upon the foregoing findings, the Department hereby releases reclamation at the Hollywood/102 Pits in its entirety from further obligation to perform under Chapter 378, Part III, F.S., and Chapter 62C-39, F.A.C. If the land in this parcel is again mined or disturbed as part of mining operations, the mined or disturbed area shall again be subject to the provisions of Chapter 378, F.S., and a new mining notice must be provided to the Department.

This release does not warrant the suitability of subject lands for any current or proposed land use and does not constitute a statement or admission concerning ownership of any interest in the subject lands.

Please consider this document as final agency action for this release request. Should you require clarification or have any questions regarding this matter, please call Howard J. Hayes at 850-245-8634, or at howard.hayes@dep.state.fl.us.

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 filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

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, 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 21 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 21 days of publication of the notice or within 21 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 21 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.

Judicial Review

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, Mail Station 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.

The files associated with this order are available upon request. Please address your request to MiningAndMitigation@dep.state.fl.us and include the file number in your request.

Executed in Tallahassee, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Orlando E. Rivera, PWS
Program Administrator
Mining and Mitigation Program
Orlando.Rivera@dep.state.fl.us

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

Kenneth Dickey, Kenneth.Dickey@dep.state.fl.us
Northwest District Compliance Assurance Program, FDEP

Ted Reese, Ted.Reese@nwfwater.com
Environmental Resource Permit, NWFWMD

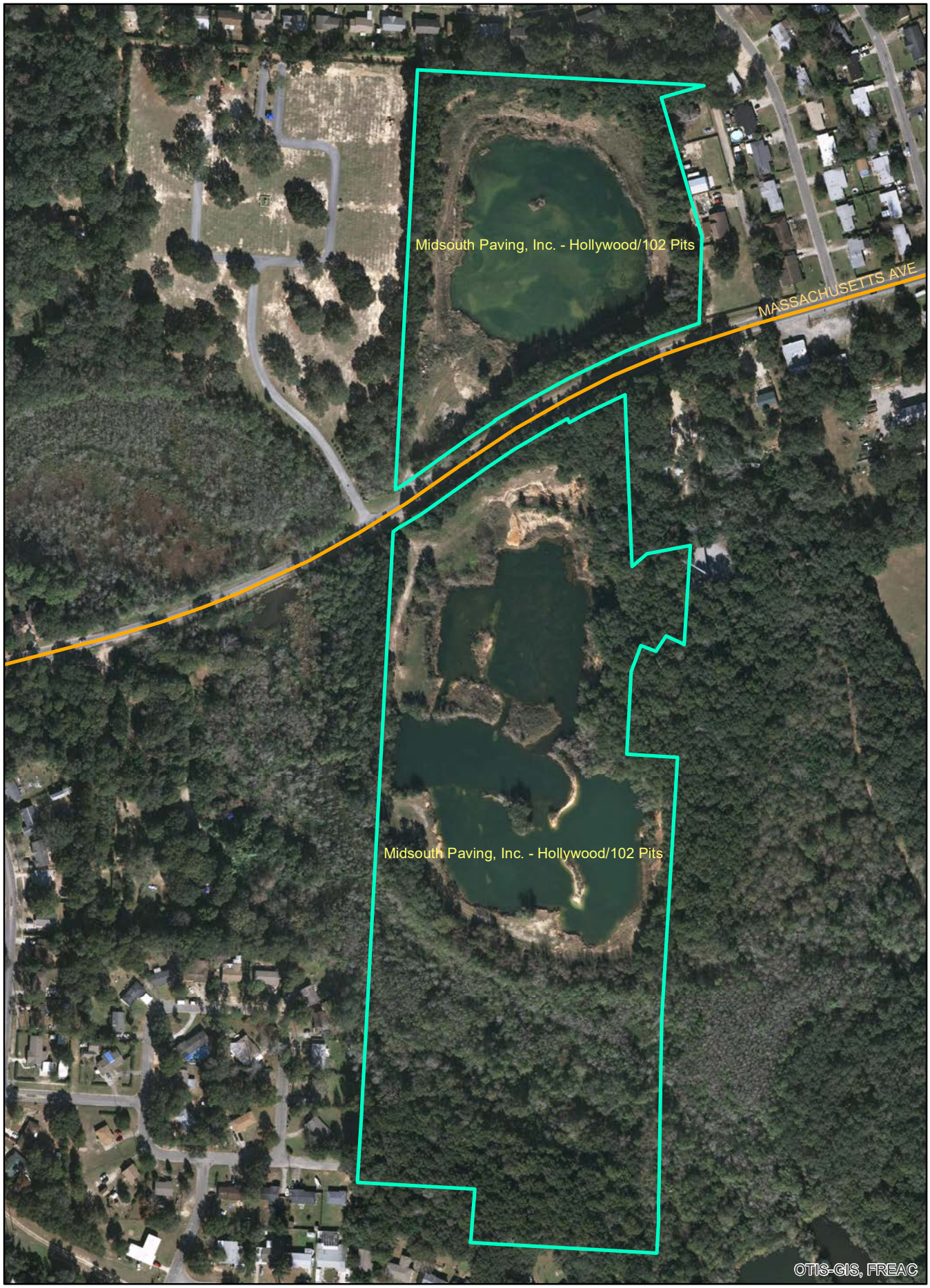
Horace L. Jones, HLJONES@co.escambia.fl.us
Development Services Department, Escambia County

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

June 14, 2017
Clerk Date

1 Page Attached

Attachment: 2016 Aerial With Mine Boundary


Midsouth Paving, Inc. - Hollywood/102 Pits
MASSACHUSETTS AVE
Midsouth Paving, Inc. - Hollywood/102 Pits
OTIS-GIS, FREAC

Geosyntec consultants

1306 East Cervantes Street, Suite B
Pensacola, Florida 32501
PH 850.477.6547
FAX 850.477.6707
www.geosyntec.com

25 August 2017

Ms. Kara Johnson
Real Estate Acquisition Technician
Escambia County
3363 West Park Place
Pensacola, Florida 32505

Subject: Executive Summary and Findings from Phase I Environmental Site Assessment Three Former Borrow Pits Site, Escambia County, Florida

Dear Ms. Johnson:

As you requested, this letter presents the findings of the Phase I Environmental Site Assessment (ESA) performed by Geosyntec Consultants (Geosyntec) of the Three Former Borrow Pit Parcels Site located in Escambia County, Florida (the Site), which was submitted to you under separate cover dated August 2017.

The Phase I ESA was prepared in accordance with the scope of work, terms and conditions described in Geosyntec's proposal dated 30 June 2017. The objective of performing the Phase I ESA in accordance with ASTM Standard Practice E1527-13 was to identify, to the extent feasible, "Recognized Environmental Conditions" (RECs) at the Site as the "REC" term is defined by ASTM E1527-13. This REC definition focuses the Phase I ESA on known or potential releases of hazardous substances and/or petroleum products and does not include consideration of items such as asbestos, radon, wetlands, etc.

EXECUTIVE SUMMARY

Site Description

The Site is comprised of three parcels containing three former borrow pits: Hughes Pit, Hollywood/102 Pits, and Fairground Pit. The parcels with the Hughes Pit and Hollywood/102 Pits are in close proximity to each other (separated by densely forested land) and located approximately 3-miles southeast of the Fairground Pit. The three parcels total an approximately 58.44-acre property, which is herein referred to as the "Site", while the individual parcels are herein referred to as the "Hughes Pit Parcel," "Hollywood/102 Pits Parcel," and "Fairground Pit Parcel".

Hughes Pit Parcel

The Hughes Pit Parcel is an approximately 13.27-acre site located along Hollywood Avenue in Pensacola, Florida. The Hughes Pit Parcel is predominately surrounded by wooded land and residential communities. The Hughes Pit Parcel is currently owned by APAC-Southeast Inc

(former name of Midsouth Paving Inc) and contains a water-filled former borrow pit area surrounded by a dense tree line. Based on 2015 aerial photography, the water-filled former borrow pit area is approximately 20% of the total parcel area. The southeastern corner of the Hughes Pit Parcel was observed to have steeply sloped erosional features.

At the time of Geosyntec's site reconnaissance, the Hughes Pit Parcel was observed to be an inactive borrow pit. The Hughes Pit Parcel was mined for sand between approximately 1985 and 2004. According to Mr. Butch Perry, sand mining practices included using front end loaders to excavate sand above the water table, which was loaded and transported to asphalt facilities. Backhoes were then used to excavated beyond the water table, and the wet sand was loaded and transported to concrete facilities. According to Mr. Perry, excavation equipment was previously staged south of the entrance gate, in the built up portion of the Hughes Pit Parcel.

Hollywood/102 Pits Parcel

The Hollywood/102 Pits Parcel is an approximately 28.16-acre site bisected by Massachusetts Avenue in Pensacola, Florida. The parcel contains a water-filled former borrow pit area located north of Massachusetts Avenue called the 102 Pit and a water-filled former borrow pit area located south of Massachusetts Avenue called the Hollywood Pit. These two pits are collectively referred to as the Hollywood/102 Pits Parcel and based on 2015 aerial photography, the water-filled former borrow pit areas are approximately 40% of the total parcel area. The Hollywood/102 Pits Parcel is predominately surrounded by wooded land and residential communities, with a cemetery located to the northwest. The Hollywood/102 Pit Site is currently owned by APAC-Southeast Inc (former name of Midsouth Paving Inc). The borrow pits are surrounded by a dense tree line. An electrical pole, a concrete slab, and discarded household debris (mattress and box spring) was observed along the western side of the Hollywood/102 Pits Parcel. Geosyntec also observed several (approximately four) used tires discarded along the western edge of the Hollywood/102 Pits Parcel, south of the southern (Hollywood Pit) entrance gate.

In June 2010, Midsouth Paving Inc removed sections of the earthen dike separating water bodies to create two islands at the Hollywood Pit to improve water quality and provide additional aquatic habitat as a Wildlife Habitat Council Project. The material from the excavation was reused for erosion repair at the Hollywood/102 Pits Parcel. Additionally, several trees were replanted along the shoreline in May 2011 and the Hollywood/102 Pits Parcel was declared a Wildlife Habitat Site in August 2011.

At the time of Geosyntec's site reconnaissance, the Hollywood/102 Pits Parcel was observed to be an inactive borrow pit. Water was observed to be flowing from the 102 Pit southwest towards Massachusetts Avenue. A review of historical aerial imagery suggests that the southern portion of the Hollywood/102 Pits Parcel may have been used as agricultural land (apparent cropland)

between approximately 1941 and 1951. The Hollywood/102 Pits Parcel was mined for sand between the early 1970's and 2004. According to Mr. Butch Perry, sand mining practices included using front end loaders to excavate sand above the water table, which was loaded and transported to asphalt facilities. Backhoes were then used to excavated beyond the water table, and the wet sand was loaded and transported to concrete facilities. According to Mr. Perry, excavation equipment was previously staged north of the north (102 Pit) entrance gate and the observed concrete slab was part of the staging area.

Fairground Pit Parcel

The Fairground Pit Parcel is an approximately 17.01-acre site located along Godwin Lane in Pensacola, Florida. The Fairground Pit Parcel is predominately surrounded by wooded land and residential communities, with fairgrounds to the south and demolition contractors to the west of the parcel. The Fairground Pit Parcel is currently owned by APAC-FL Inc (former name of Midsouth Paving Inc) and it contains a water-filled former borrow pit area surrounded by a dense tree line to the south, east, and north. Based on 2015 aerial photography, the water-filled former borrow pit area is approximately 20% of the total parcel area. High-tension powerlines were observed running north-south in the western portion of the parcel. A gravel stockpile and wood debris pile were observed in the northwestern corner of the Fairground Pit Parcel.

At the time of Geosyntec's site reconnaissance, the Fairground Pit Parcel was observed to be an inactive borrow pit. A review of historical aerial imagery suggests that the Fairground Pit Parcel may have been used as agricultural land (apparent cropland) between approximately 1940 and 1971. The Fairground Pit Parcel was mined for sand between approximately 1983 and 2004 using the practices described above. According to Mr. Perry, excavation equipment was previously staged along the western side of the Fairground Pit Parcel, to the north of the entrance gate, as well as in the northwestern corner of the parcel.

FINDINGS, OPINIONS, AND DATA GAPS

Geosyntec has performed a Phase I ESA in conformance with the scope and limitations of ASTM E1527-13 of the Escambia County Borrow Pits Site located in Escambia County, Florida. Our findings, opinions, data gaps, and conclusions regarding identified recognized environmental conditions, historical recognized environmental conditions, controlled recognized environmental conditions, and/or *de minimis* conditions associated with the Site.

Findings

The findings that Geosyntec identified as having the potential to be known or suspect RECs, historical RECs, controlled RECs, and/or *de minimis* conditions at the Subject Site are listed below (these are not in any particular order of importance):

- **FINDING A (Septic Use Adjacent to Hughes Pit Parcel):** Geosyntec contacted Ms. Sandy Grissett, Senior Clerk with the Escambia County Division of Environmental Health regarding emergency response or spill records available for the Site. Ms. Grissett located a 5 March 1999 Onsite Sewage Treatment and Disposal System Construction Permit for 3895 Hollywood Avenue, a trailer park adjacent to the east of the Hughes Pit Parcel. Ms. Grissett provided a copy of the application and a sketch associated with the septic tie in request to a system installed in 1962, which shows the Hughes Pit Parcel to the west. The sketch is of poor quality and it is difficult to discern the setback from the Hughes Pit Parcel, although the application does mention a minimum of a 5-foot setback is required from the parcel boundary. There are, however, arrows pointing to the "Chadbourne Pits", and the location of the septic tank is projected to be upgradient of the Hughes Pit Parcel. Geosyntec did not observe stressed vegetation along the eastern edge of the Hughes Pit Parcel.

- **FINDING B (Historical Agricultural Land Use):** Geosyntec reviewed historic aerials provided by ERIS which indicate apparent agricultural land use (cropland) at the Hollywood/102 Pits Parcel from at least 1941 to 1951 and Fairground Pit Parcel from at least 1940 to 1974. No information was identified regarding agrichemical use associated with this historical land use.

Opinion

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM E1527-13 of the Subject property described herein. This assessment has revealed evidence of recognized environmental conditions, historical recognized environmental conditions, or controlled recognized environmental conditions in connection with the property (a.k.a. "Site" or "Subject Site").

Recognized Environmental Conditions (RECs)

As defined by ASTM E1527-13, a recognized environmental condition is: *"the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions."*

- No RECs were identified during this Phase I ESA.

Historical Recognized Environmental Conditions (HRECs)

An HREC is "*a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).*"

- No HRECs were identified during this Phase I ESA.

Controlled Recognized Environmental Conditions (CRECs)

A CREC is "*a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).*"

- No CRECs were identified during this Phase I ESA.

De Minimis Conditions

A *de minimis* condition is a condition that "*generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies*". *De Minimis* conditions are not recognized environmental conditions.

Based on the information Geosyntec obtained, Geosyntec has concluded that the following findings do not meet the definition of a REC, CREC, or HREC and are *de minimis* conditions:

- **FINDING A (Septic Use Adjacent to Hughes Pit Parcel):** Because drainfields represent a direct conduit to the environment, this feature may be of concern. Given that the application was sent from a residential address and the type of waste listed for the system install is "domestic", this finding has not been classified as a REC, but rather a *de minimis* condition.

- **FINDING B (Historical Agricultural Land Use at Hollywood/102 Pits Parcel and Fairground Pit Parcel):** Agricultural practices (e.g., agrichemical use) are considered to have at least a moderate potential to have adversely affected the subsurface at the Hollywood/102 Pits Parcel and Fairground Pit Parcel. However, absent information on agrichemical usage and assuming agricultural chemicals were applied at their manufacturer's label rates, this finding is classified as a *de minimis* condition.

Data Gaps

In accordance with ASTM E1527-13, this section documents data gaps in the information obtained and reviewed as part of this Phase I ESA and discusses the associated significance. A data gap is defined as being "a lack of or inability to obtain information required by this practice [ASTM E1527-13] despite good faith efforts by the environmental professional to gather such information".

- Former owners were not contacted, as contact information was not provided. Based on the reviewed sources of historical information, this data gap is not considered to be significant to Finding and REC identifications.

- The western edge of the Hughes Pit Parcel was not accessible during the site visit due to dense vegetation. Based on the reviewed sources of historical information, this data gap is not considered to be significant to Finding and REC identifications.

- Information for several adjoining properties was found in the ERIS-provided City Directory Report, however, no information was listed for the Site as no Site addresses exist.

- ASTM E1527 states that "*All obvious uses of the property shall be identified from the present, back to the property's first developed use, or back to 1940, whichever is earlier*" using standard historical sources. The earliest historical source that Geosyntec obtained which showed details of historical land use was an aerial photograph from 1940 (the Hollywood/102 Pits Parcel and Fairground Pit Parcels are believed to have been developed for agricultural purposes at or prior to this point).

CONCLUSIONS

Geosyntec performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM E1527-13, for the Escambia County Borrow Pits Site in Escambia County, Florida. Any exceptions to, or deviations from, this practice are described in Section 1.4 of the Phase I ESA submitted to the County under separate cover.

This assessment has not revealed evidence of REC, CREC, or HREC conditions at the Site. This assessment has revealed the presence of three *de minimis* conditions as described above.

Please note that in this "Conclusions" section, ASTM E1527-13 does not require a presentation of other findings from this Phase I ESA (these are presented elsewhere in the report submitted under separate cover).

CLOSURE

We appreciate the opportunity to provide Escambia County with these services. Please contact us if you have any questions or comments regarding the information presented in this letter.

Sincerely,

Jill W. Johnson
Senior Hydrogeologist

John P. Hollar
Principal Engineer

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14124 **County Administrator's Report 14. 15.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Interlocal Agreement - Sanitary Sewer System Improvement Project on Innerarity Island
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority Relating to a Sanitary Sewer System Improvement Project on Innerarity Island - Joy Jones, P.E., Public Works Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) relating to a Sanitary Sewer System Improvement Project on Innerarity Island.

[Funding: Funds for design and construction and engineering inspection (CEI) are available in Fund 352, LOST III – IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502. Funds for construction are available via the MSBU Ordinance, and initial project costs will be provided through an inter-fund loan from LOST to the MSBU fund and reimbursed from assessments]

BACKGROUND:

The Innerarity Island Development Corporation (IIDC) abandoned its sewer utilities early in 2014. On March 21, 2014, a court order required the County to become the Receiver of the IIDC utilities. The existing sanitary sewer system on Innerarity Island is in need of significant repairs and upgrades.

Prior to abandoning the utilities, IIDC had retained the professional engineering firm of Kenneth Horne & Associates, Inc. to evaluate and assess the needed upgrades to Innerarity Island's sewer system. Upon assuming Receivership, Escambia County retained Kenneth Horne & Associates, Inc. to further evaluate, assess, and partially design the needed upgrades to Innerarity Island's sewer system. The upgrades to

Innerarity Island's sewer system have been conceptually designed by Kenneth Horne & Associates, Inc.

ECUA has agreed to manage and oversee the design and upgrades to the sanitary system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its sewer service area, and accept ownership of the sanitary sewer system on Innerarity Island.

On February 18, 2016, the BCC signed the Department of Environmental Protection (DEP) Agreement Number S0878, which provided $1,000,000 from the 2015-2016 General Appropriations Act for Escambia County Innerarity Water & Sewer Upgrade.

On March 2, 2017, then amended on February 1, 2018, the Board of County Commissioners (BCC) enacted an Ordinance establishing the IIDC Sewage System Improvements Municipal Service Benefit Unit (MSBU). The MSBU assessment will defray the cost of sewage system improvements within the district, based upon a fair and reasonable apportionment of the cost to all specially-benefitting properties.

On September 21, 2017, the BCC signed Amendment Number 2 to the DEP Agreement which provided an additional $500,000 from the 2017-2018 General Appropriations Act for Escambia County Innerarity Water & Sewer Upgrade.

BUDGETARY IMPACT:

Funds for design and construction and engineering inspection (CEI) are available in Fund 352, LOST III – IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502

Funds for construction are available via the MSBU Ordinance and initial project costs will be provided through an inter-fund loan from LOST to the MSBU fund and reimbursed from assessments.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Assistant County Attorney, has reviewed and signed off on the Interlocal Agreement.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Public Works staff will continue to collaborate and coordinate with ECUA staff.

Attachments

Interlocal Agreement
FDEP Grant - Initial
FDEP Grant - Additional
MSBU - Initial
MSBU - Addendum
Court Order

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING TO A SANITARY SEWER SYSTEM IMPROVEMENT PROJECT ON INNERARITY ISLAND

THIS AGREEMENT is made on this ____ day of _____, 2018, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

W I T N E S S E T H:

WHEREAS, ECUA provides sanitary sewer in certain defined areas in Escambia County, Florida;

WHEREAS, within the confines of Escambia County, Florida, there exists an area known as Innerarity Island;

WHEREAS, Innerarity Island is not and has never been within ECUA's wastewater service area;

WHEREAS, an entity known as the Innerarity Island Development Corporation formerly operated a sanitary sewer system on Innerarity Island;

WHEREAS, the Innerarity Island Development Corporation abandoned its sewer utilities early in the 2014 calendar year;

WHEREAS, the existing sanitary sewer system on Innerarity Island is in need of significant repairs and upgrades;

WHEREAS, ECUA is willing to accept portions of the sanitary sewer system on Innerarity Island and incorporate Innerarity Island into its service area in the event that the existing sanitary sewer system on Innerarity Island is upgraded prior to becoming incorporated into the ECUA utility system;

WHEREAS, the Innerarity Island Development Corporation previously retained the professional engineering firm of Kenneth Horne & Associates, Inc. to evaluate and assess the needed upgrades to Innerarity Island's sewer system;

WHEREAS, the County subsequently retained Kenneth Horne & Associates, Inc. to further evaluate, assess, and partially design the needed upgrades to Innerarity Island's sewer system;

WHEREAS, the Parties agree that it is in the best interest of the public health, safety, and welfare that the sanitary sewer system presently existing on Innerarity Island be repaired and upgraded so that portions which are to become publicly owned may be ultimately accepted by ECUA and that Innerarity Island be incorporated into ECUA's sewer service area;

WHEREAS, ECUA and the County desire to work together to incorporate Innerarity Island into ECUA's sewer service area once certain repairs and upgrades are made;

WHEREAS, the upgrades to Innerarity Island's sewer system have been partially designed by Kenneth Horne & Associates, Inc., but significant additional design is required before those upgrades could be publicly advertised for bid;

WHEREAS, the Florida Legislature has appropriated funding to the County which would facilitate the desired upgrades to the sanitary sewer system on Innerarity Island;

WHEREAS, the County is willing to contribute the difference of those funds in a sufficient quantity to upgrade and repair the sanitary sewer system on Innerarity Island;

WHEREAS, ECUA has agreed to oversee and manage the upgrades to the sanitary sewer system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its sewer service area, and accept ownership of portions of the sanitary sewer system on Innerarity Island; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to define the respective rights and responsibilities toward completing the design and construction of the upgrades to the sanitary sewer system and incorporating that system into ECUA's service area.

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

ARTICLE 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Interlocal Agreement solely for the purposes expressed herein and for no other purpose which causes an estoppel to arise against either Party in any litigation. Provided, however, that so long as this Agreement remains in effect, neither Party shall take any action, legal or otherwise, to alter their existing positions regarding the sanitary sewer system on Innerarity Island, as the Parties desire to work together towards a solution to the sanitary sewer issues on Innerarity Island.

1.2 This Interlocal Agreement (hereinafter "Agreement") defines the responsibilities of each Party participating in the Innerarity Island Sanitary Sewer System Improvement Project (hereinafter the "Project"), as set forth herein.

ARTICLE 2
Responsibilities of Parties

2.1 The County agrees to ensure that the portion of the sanitary sewer system on Innerarity Island which is to become publicly owned shall be transferred to ECUA upon successful completion of the Project, as defined in this Agreement. Additionally, upon execution of this Agreement, the County shall transfer to ECUA for incorporation in the Project, possession of 63 previously-purchased grinder pump station units which were obtained for that purpose. ECUA shall not become the owner of those grinder pump stations; instead, the County shall designate the addresses at which they will ultimately be installed, and the ownership of which shall thereafter become the respective property owners.

2.2 ECUA shall promptly retain a professional engineering firm to finalize the design of the needed repairs and upgrades to Innerarity Island's sanitary sewer system, as generally described in Exhibit "A", with sufficient specificity for ECUA to publicly advertise and receive bids for the construction of the Project and shall also retain a professional engineering firm to perform construction engineering inspections and assist in managing the Project.

2.3 Thereafter, ECUA shall issue a contract for the construction of those upgrades and repairs. All such work shall be carried out in a reasonably prompt and diligent manner.

2.4 The County agrees to promptly reimburse to ECUA, in accordance with the terms of this Agreement, all of the Costs of the Project in the amount hereinafter set forth in Section 4.1. Those funds shall solely be used on the Project, generally described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.5 Moreover, upon completion, the County agrees to convey to ECUA ownership of those portions of the sanitary sewer system which are to be publicly owned, as is generally described in Exhibit "A". Thereafter, ECUA shall own, operate and maintain those publicly owned portions of said system. Additionally, upon ECUA's acceptance, Innerarity Island will also become part of ECUA's sewer service area; and the County will execute all documents necessary or convenient to evidence same.

2.6 ECUA is not agreeing to and is under no obligation to financially participate in the Costs of the Project or otherwise financially contribute to the Project. Indeed, the Parties understand and acknowledge that ECUA's participation in this Agreement is at no cost to either ECUA or its ratepayers. However, the Parties acknowledge that ECUA provides substantial benefit to the Project by advancing the

Costs of the Project prior to and subject to reimbursement from the County; overseeing the public advertising, bidding, awarding, and managing of the contracts for both the design and construction of the Project; and otherwise adding benefit to the Project through its expertise in sanitary sewer systems. Given the above, as well as ECUA's donating limited employee time towards the Project, at no time will the County request financial participation on the part of ECUA on the Project. Change orders shall be approved by ECUA and County. No change orders will be approved for completed work. No scope changes will be added to approved design plans without approval of both Parties.

2.7 This Agreement, after being properly executed by the Parties, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

2.8 Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.

2.9 The Parties are not waiving any legal arguments, claims or defenses by participating in this Agreement.

ARTICLE 3
Contract Time

3.1 It is anticipated by the Parties that the time for completion of the Project, as generally described in Exhibit "A", shall be within thirty six (36) months from ECUA's issuance of a Notice to Proceed to a selected contractor, absent rain delays or other unforeseen conditions and/or events.

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse ECUA for the Costs of the Project as generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Four Million, Two Hundred Twenty Thousand Dollars ($4,220,000).[1] In the event that ECUA determines that the estimated Costs of the Project will exceed $4,220,000 upon the opening of publicly advertised bids for construction of the Project, then either Party may elect to terminate this Agreement and not proceed with construction of the Project. In the event the Project proceeds post

[1] This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

bidding and during the course of construction it is learned that the Costs of the Project will exceed $4,220,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with the County responsible for all costs associated with terminating and closing the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

4.2 ECUA may periodically submit invoices to the County for reimbursement of the Costs of the Project, but requests for payment shall not be made more frequently than once a month. The County will promptly reimburse ECUA for its expenditures on the Costs of the Project. Final payment shall be made at or around the time that the property interests and improvements which are to be publicly owned are conveyed to ECUA.

4.3 Upon request, ECUA shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify Project costs.

4.4 Invoices and other requests will be sent to:

Escambia County
Attn: Public Works
3363 West Park Place
Pensacola, FL 32505

4.5 Payments and other requests will be sent to:

Emerald Coast Utilities Authority
Keith Fell, P.E.
Manager of Engineering Projects
P.O. Box 15311
9255 Sturdevant Avenue
Pensacola, Florida 32514

ARTICLE 5
Ownership of Improvements and Property

5.1 Title to the improvements specified in Exhibit "A" to be publicly owned shall pass to ECUA as provided herein upon the Contractor's achieving Final Completion of the underlying Work, ECUA's acceptance of the Work, and the entry of a corresponding Court Order. The County shall, upon reasonable notice, have the right to inspect all such work prior to ECUA's acceptance.

5.2 The Parties acknowledge and understand that some of the improvements

to be constructed as part of this Project will not become publicly owned, namely gravity sewer laterals, grinder pump stations, and low pressure sewer laterals. For those facilities constructed as part of this project which are not to be publicly owned, they shall become the property of and owned by the owner of the corresponding properties served by the lateral and/or grinder pump station serving it. The owner of those facilities shall be responsible for operating and maintaining those facilities, except to the extent otherwise provided by the ECUA Code, as it may be amended from time to time by the ECUA Board.

ARTICLE 6
Real Property

6.1 The real property site on which the lift station in Russell Bayou is located, including any necessary expansions thereto, shall be conveyed by the County to ECUA by way of a Deed.

6.2 The County shall cooperate with ECUA in obtaining such easements and rights of way as may be required for successful completion of this work and/or maintenance of sanitary sewer system thereafter.

ARTICLE 7
Force Majeure

7.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

ARTICLE 8
General Provisions

8.1 Ownership of Documents: Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by ECUA or its agents in connection with this Agreement are and shall remain the property of ECUA or its agents whether the work for which they were made is completed or not.

8.2 Termination: In addition to the termination rights articulated in paragraph 4.1, above, this Agreement may be terminated by either the County or ECUA for cause, upon thirty (30) days written notice by the terminating party to the other parties of such termination, in which event ECUA shall be paid compensation for all work performed by it and its contractor/s prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination.

8.3 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, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement. ECUA further agrees to:

a. Keep and maintain public records required by the County to perform services under this Agreement.

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if ECUA does not transfer the records to the County.

d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of ECUA or keep and maintain public records required by the County to perform the services under this Agreement. If ECUA transfers all public records to the County upon completion of the Agreement, ECUA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ECUA keeps and maintains public records upon completion of the Agreement, ECUA shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF ECUA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ECUA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.

8.4 Assignment: This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

8.5 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.

8.6 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 lie in Escambia County, Florida.

8.7 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 any 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, the Party shall immediately notify all other Parties and request clarification of this Agreement.

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

8.8 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 it did not contain such invalid or unenforceable portion or provision.

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

8.10 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.

8.11 All 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, it is agreed that no deviation from the terms 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action on the ___ day of _____, 2018 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

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

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 3, 2018

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic.

By: _____
Lois Benson, Chairman

ATTEST:

Date: _____

By: _____
Secretary

EXHIBIT "A"
Innerarity Island – Sewer System Improvements

Scope of Work

Project Location: The project is located on Innerarity Island in Escambia County, Florida (hereinafter referred to as the "Island").

General Project Description: Sanitary sewer system improvements would consist primarily of the construction of a low pressure sewer system to replace most of the gravity collection on the Island, leaving in service only the relatively new gravity sewer collection system in the Russell Bayou area. No gravity laterals, grinder pump stations, or small diameter force mains (a/k/a sewer laterals) will become owned by ECUA; instead, they will be owned by the corresponding property owner/s. Other improvements associated with this project, as well as certain existing sewer infrastructure, including utility easements, however, are to become the property of the Emerald Coast Utilities Authority (ECUA), as generally described below.

Anticipated upgrades to the Russell Bayou sewer collection system:

1.) Replace electrical control system at the Russell Bayou Lift Station with a panel and wiring system which complies with ECUA's design standards, including but not limited to the installation of a SCADA system with antenna. The bottom of the new panel shall be a minimum elevation of 10' above sea level.
2.) Power to the Russell Bayou Lift Station shall be reviewed and upgraded, as necessary, in order to comply with Gulf Power's minimum requirements as well as ECUA's standards.
3.) Replace the existing wet well with one of sufficient size to meet ECUA and Florida Department of Environmental Protection requirements, including but not limited to capacity to handle operational flows at full build-out with required and adequate holding times.
4.) Raise top of the wet well of the Russell Bayou Lift Station to an elevation of at least 7 feet above sea level.
5.) Install guide rails at the Russell Bayou Lift Station for pump removal and such other facilities as may be necessary to facilitate pump removal, such as base plate and elbows.
6.) Install water-proof wet well hatch which is compatible with the guide rails and other facilities to be installed to facilitate pump removal.
7.) Replace wet well piping at the Russell Bayou Lift Station with stainless steel piping, and install above-grade valve system in accordance with ECUA standards and practices.
8.) Replace approximately 450 linear feet of insufficiently sloped gravity sewer in the Russell Bayou area.
9.) Install manhole lid inserts to control infiltration in the Russell Bayou area.
10.) The lift station site shall be expanded, and site lighting, fencing, access, and the gate to the lift station will be altered/improved as necessary in order to conform to ECUA standards and practices.

Anticipated infrastructure and related installations in the North Shore Drive area:

1.) There are properties in the North Shore Drive area (which is hereby defined as 43 lots along North Shore Drive and 10 additional lots fronting Innerarity Point Road) which do not presently have sewer service. Accordingly, as part of this project, a large-diameter low pressure sewer force main shall be designed and installed so as to be capable of serving the properties in the North Shore Drive area in the event the owners of these properties desire to connect at some future time. The sewer force main will either directly or indirectly connect to existing ECUA Lift Station 380.

2.) In addition to the installation of this sewer force main, sewer laterals from the force main will be installed to the right-of-way line along the road fronting the parcels in the North Shore Drive area. No parcels in the North Shore Drive area will be connected to the sewer system as part of this project, however. Moreover, no grinder pumps will be provided for any parcel in the North Shore Drive area as part of this project.

3.) The design of the low pressure sewer system for the North Shore Drive area will comply with all applicable Florida Department of Environmental Protection regulations and guidelines. Although the sewer force main shall be owned by ECUA, no portion of the sewer laterals from that force main shall be owned by ECUA. Instead, those sewer laterals shall be owned by the corresponding property owner/s.

Anticipated upgrades to the remainder of the Island's sewer system:

For the remainder of the Island, i.e., for those portions of Innerarity Island outside of the Russell Bayou area and outside the North Shore Drive area, the existing gravity sewer system shall be abandoned and replaced by a low pressure sewer system generally described as follows:

1.) Approximately 30,000 linear feet of sewer force mains of appropriate size, which shall ultimately become the property of ECUA.

2.) Isolation and maintenance valves on the force main, which shall become owned by ECUA, to be installed at the appropriate distances approximately 1,000 feet apart, as determined by ECUA in consultation with its consultant Engineer.

3.) Approximately 150 grinder pump stations with associated valves and sewer laterals, which shall be owned by the corresponding property owner/s.

4.) The design of the low pressure sewer system on the Island will comply with all applicable Florida Department of Environmental Protection regulations and guidelines. The low pressure sewer system will either directly or indirectly connect to existing ECUA lift station 380.

The quantities described above are based on conceptual designs and are subject to change. All facilities are to be designed and constructed in accordance with the ECUA Engineering Manual.

DEP AGREEMENT NO. S0878

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1662A OF THE FY15-16 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and ESCAMBIA COUNTY, whose address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Escambia County Innerarity Water and Sewer Upgrade project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2015 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $1,000,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in

part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

B. As stated in the letter dated July 17, 2015 from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the

extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number

DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., 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, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or

ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or

iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Mahnaz Massoudi	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2960
E-mail Address:	Mahnaz.Massoudi@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below:

Jack Brown	
Escambia County	
221 Palafox Place, Suite 420	
Pensacola, Florida 32502	
Telephone No.:	850-595-4947
E-mail Address:	Jack_Brown@myescambia.com

18. INSURANCE:

To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.

A. The Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department,

and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
$300,000	Hired and Non-owned Automobile Liability Coverage

D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.** Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carriers.

E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.**

F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 18.F. supersedes 18.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Agreement.

21. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. RESERVED:

24. DISCRIMINATION:

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

25. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

26. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

27. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

28. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

29. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY

By: _____
Chairman* **Grover C. Robinson, IV**

Date: 2/18/2016

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Date: 3/8/16

FEID No.:59-6000598

Mahanaz Massoudi
Mahanaz Massoudi, DEP Grant Manager

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: Sandy Walters
DEP QC Reviewer

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/9/16

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (4 Pages)
Attachment	B	Payment Request Summary Form (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)

BCC Approved 02-18-2016

ATTACHMENT A
GRANT WORK PLAN

PROJECT TITLE: Escambia County Innerarity Water and Sewer Upgrade

PROJECT AUTHORITY: Escambia County (Grantee) received funding from the Florida Legislature in the amount of $1,000,000 through Specific Appropriation Line Item No. 1662A, Fiscal Year (FY) 2015 – 2016, General Appropriations Act. The Grantee received this funding for the purpose of evaluating the current water and wastewater system and design upgrades. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

PROJECT LOCATION: The Project will be located on Innerarity Island in Escambia County, Florida. See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The Innerarity Island Development Corporation (IIDC) provided water and wastewater service to the residents of Innerarity Island in southwestern Escambia County. IIDC purchased water from the Emerald Coast Utilities Authority (ECUA) and resold it to the residents. Wastewater is currently collected in a gravity sewer system and conveyed via a system of lift stations and force mains to ECUA lift station No. 380. Wastewater is metered at the discharge of the lift station before leaving the island. The wastewater is metered and billed independently of the potable water. Water and sewer services provided in the past by IIDC were subject to regulation by the Public Service Commission of the State of Florida.

On January 27, 2014, the Innerarity Island Development Corporation formally filed a note of abandonment pursuant to Florida Statute 367.165(1), and on March 21, 2014 the First Judicial Circuit Court ordered the Grantee to become the receiver of this now abandoned water and wastewater utility system. However, not only is long term ownership and maintenance outside of the capabilities of the County, the County also has no statutory authority to own and operate a water and wastewater system due to the Enabling Act of the ECUA. An agreement in principal has been reached between ECUA and Escambia County regarding future ownership and maintenance of the Innerarity Island Development Corporation's utilities, as well as options for financing mechanisms allowing ECUA to complete design and construction, as necessary, to bring the existing utility systems into compliance with current FDEP and ECUA standards.

The proposed project will facilitate the transfer of ownership and maintenance of the systems to ECUA. This transition is critical so that an entity with adequate resources can accept the long term requirements that come with utility ownership. This is a necessity for the residents served by this system.

PROJECT DESCRIPTION: The Grantee will evaluate the current water and wastewater system formerly owned by the IIDC and design the upgrades for the water and wastewater system infrastructure to meet the standards required by ECUA for a publicly owned and maintained water and wastewater utility system.

Water system improvements may consist of: a) relatively minor main relocations to remove encroachments of the water facilities from private properties or alternatively to relocations, easements could be secured with the assistance of the Innerarity Island Homeowners Association (II HOA) to negate the need for the relocations; b) installation of system isolation valves; c) fire hydrant additions; d) modification of dead end water lines to provide either flush valves or circulation loops; e) water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters; and f) upgrade approximately 3,000 linear feet of existing 4-inch water main on North Shore Drive to 6-inch.

Sanitary sewer system improvements will consist primarily of the construction of a low pressure sewer system to replace all gravity collection on the island leaving only the relatively new gravity collection in the Russell Bayou development in service. The existing gravity sewer collection system was found to be prone to excessively heavy infiltration/inflow and to have many line segments laid at insufficient slope. Full replacement of the gravity sewer system was eliminated from consideration due to excessive cost.

TASKS and DELIVERABLES:

Task 1: Preconstruction
Task Description: The Grantee will procure professional engineering services in accordance with state law. The Grantee will complete the evaluation and design of upgrades to the water and wastewater system infrastructure and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: An electronic copy of the draft design at 30% completion submitted to the Department's Grant Manager for review prior to submittal of the draft design at 60% completion.
Performance Standard: The Department's Grant Manager will review the draft design at 30% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1b: An electronic copy of the draft design at 60% completion submitted to the Department's Grant Manager for review prior to submittal of the final design.
Performance Standard: The Department's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1c: An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.
Performance Standard: The Department's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1d: A list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.
Performance Standard: The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

Task 2: Construction
Task Description: The Grantee will construct water and wastewater improvements in accordance with the final design(s) and required permits.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Deliverable 2a: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.
Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 2b: Water and Wastewater improvements, constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.
Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Task 3: Administration, Operation and Repair of Water and Wastewater Utility System
Task Description: The Grantee will subcontract the Administrative, Operational and Repair Services for the water and wastewater utility system.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Deliverable must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Deliverable 3: An electronic copy of the Grantee's interlocal agreement with the City of Gulf Breeze for the administration, operation and repairs of the water and wastewater system submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work.
Performance Standard: The Department's Grant Manager will review the deliverable to verify that verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's documents. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

Task 4: Construction Engineering Inspection Services
Task Description: The Grantee will perform construction engineering inspection services. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.
Deliverables: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management and/or engineering services submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) engineering inspection reports associated with the inspection of the project.
Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	**Design and Permitting**	7/1/2015	6/30/2018	
1a	30% Design			1/3/2018
1b	60% Design			3/31/2018
1c	Final Design			4/30/2018
1d	Permits			4/30/2018
2	**Construction**	7/1/15	6/30/18	
2a	Interim deliverables			Not more than once per month
2b	Final deliverables			6/30/18
3	**Administration, Operation and Repair of Water and Wastewater Utility System**	7/1/15	6/30/18	Not more than once per month
4	**Construction Engineering Inspection Services**	7/1/15	6/30/18	Not more than once per month

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	$78,000
2	Contractual Services	$864,800
3	Contractual Services	$40,200
4	Contractual Services	$17,000
	Total:	**$1,000,000**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $1,000,000
Contractual Services Total	$1,000,000
Total:	**$1,000,000**

Figure 1

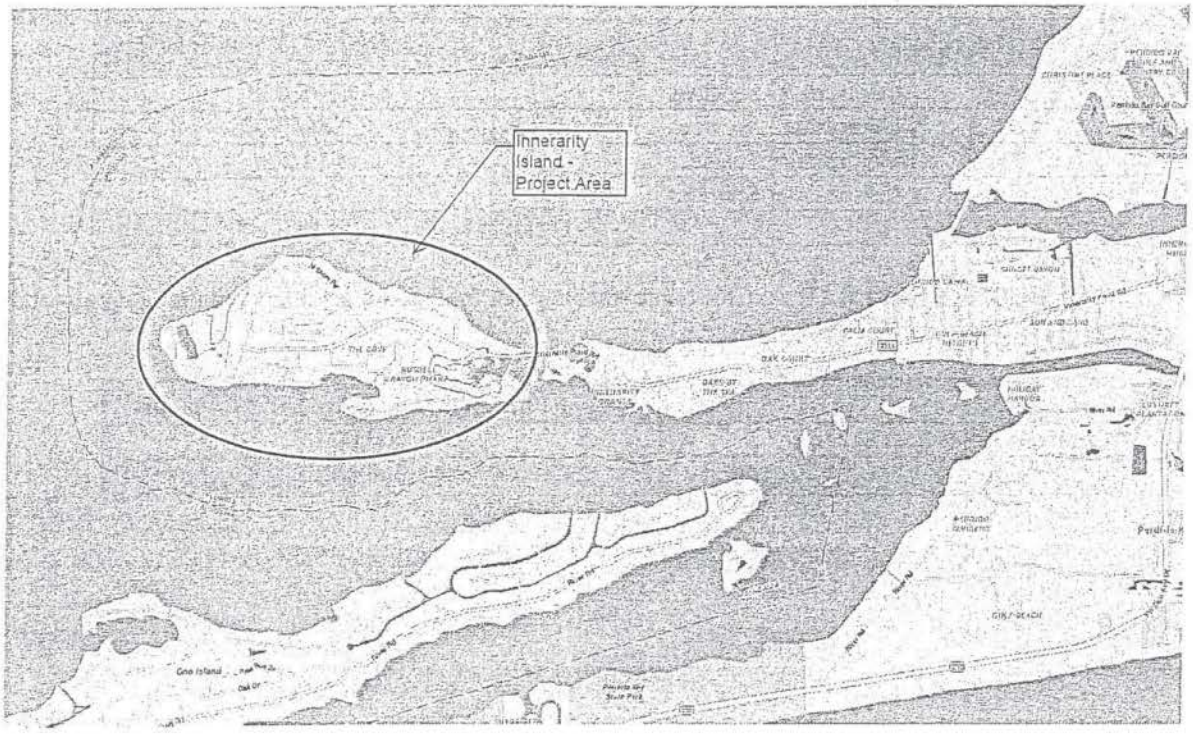
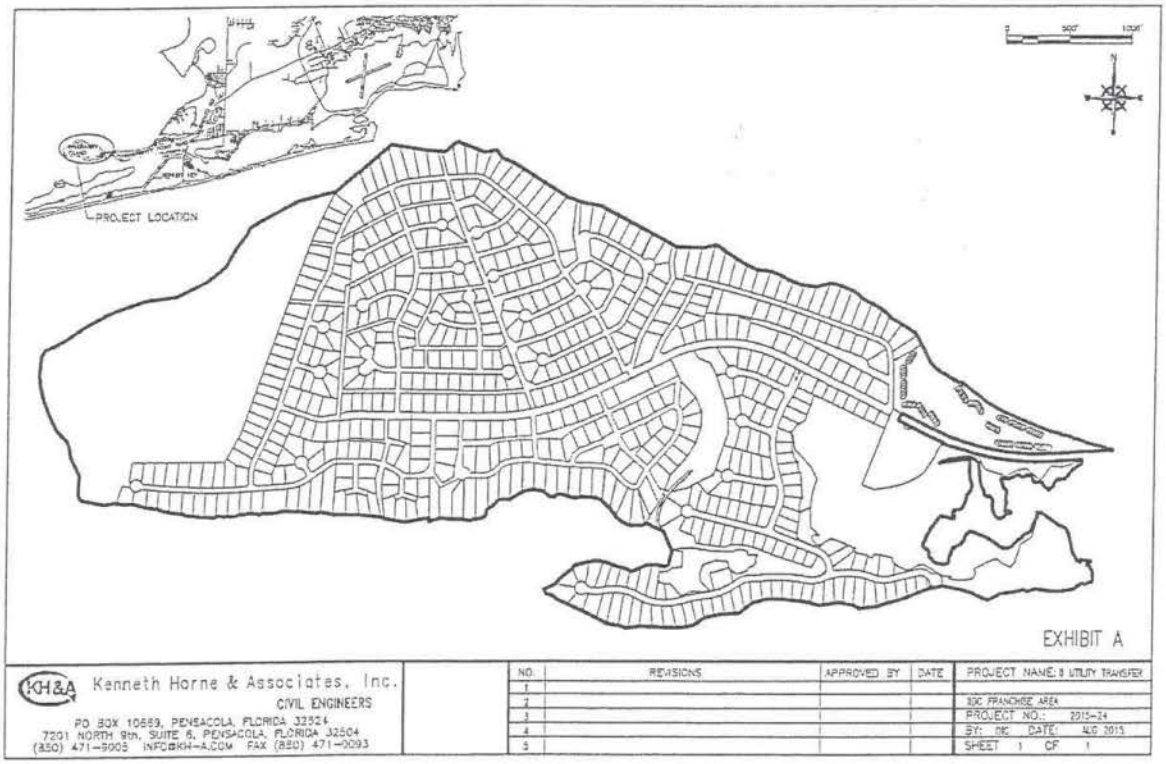


Figure 2



ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: S0878 Agreement Effective Dates: _____

Grantee: Escambia County Grantee's Grant Manager: Jack R. Brown

Mailing Address: 221 Palafox Place; Suite 420; Pensacola, Florida 32502

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

_____
[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	$N/A	$N/A	$N/A	$N/A
Overhead/Indirect/G&A Costs	$N/A	$N/A	$N/A	$N/A
Fringe Benefits	$N/A	$N/A	$N/A	$N/A
Indirect Cost	$N/A	$N/A	$N/A	$N/A
Contractual (Subcontractors)	$	$	$N/A	$N/A
Travel (if authorized)	$N/A	$N/A	$N/A	$N/A
Equipment Purchases (if authorized)	$N/A	$N/A	$N/A	$N/A
Rental/Lease of Equipment	$N/A	$N/A	$N/A	$N/A
Other Expenses	$N/A	$N/A	$N/A	$N/A
Land (if authorized)	$N/A	$N/A	$N/A	$N/A
TOTAL AMOUNT	$	$	$N/A	$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	$		$N/A	
Less Total Cumulative Payment Requests of:	$		$N/A	
TOTAL REMAINING IN TASK	$		$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, Jack R. Brown ,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of Escambia County, do hereby certify that:

(Print name of Grantee/Recipient)

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Jack R. Brown	
Print Name	Print Name
(850) 595-4947	
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0878		
Grantee Name:	Escambia County		
Grantee Address:	221 Palafox Place; Suite 420; Pensacola,FL 32502		
Grantee's Grant Manager:	Jack R. Brown	**Telephone No.:**	850 595-4947
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0854 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager — Date

Jack R. Brown

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	$1,000,000.00	140047

Total Award	$1,000,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP AGREEMENT NO. S0878
ESCAMBIA COUNTY
AMENDMENT NO. 2

THIS AGREEMENT as entered into on the 8th day of March, 2016, and amended on the 22nd day of March, 2017, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ESCAMBIA COUNTY (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, funding in the amount $1,000,000 was provided under Line Item 1662A of the 2015-2016 General Appropriations Act for Escambia County Innerarity Water and Sewer Upgrade ("Project"); and

WHEREAS, $500,000 in additional funding for this Project was provided under Line Item 1606A of the 2017-2018 General Appropriations Act; and

WHEREAS, the Grantee has requested a revision in the scope of work and a reallocation of the budget for the project; and,

WHEREAS, the Grantee has requested an extension of the Agreement because additional work has been added to the work plan due to an increase in funding; and,

WHEREAS, certain provisions of the Agreement need revision and a provision needs to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is effective from July 1, 2015, to December 31, 2021.

2. Section 3. of the Agreement is hereby deleted in its entirety and replaced with the following:

FUNDING/CONSIDERATION/INVOICING:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $1,500,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee**.**

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A-2**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B-1, Payment Request Summary Form**. To be eligible for reimbursement, costs must be following laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A-2** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A-2**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon

receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

ii. Equipment – (Capital outlay costing $1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment F, Property Reporting Form**.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

3. Section 8. of the Agreement is hereby deleted in its entirety and replaced with the following:

DEFAULT/TERMINATION/FORCE MAJEURE:

A. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole

discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

B. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

C. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, is directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

D. Force Majeure. The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

4. Section 17. of the Agreement is hereby deleted in its entirety and replaced with the following:

CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Sandra Waters, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2898
E-mail Address:	Sandra.waters@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Jack Brown, or Successor	
Escambia County	
221 Palafox Place, Suite 402	
Pensacola, Florida 32502	
Telephone No.:	850-595-4947
E-mail Address:	jbrown@myescambia.com

5. Section 18. of the Agreement is hereby deleted in its entirety and replaced with the following:

INSURANCE:

A. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

i. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $200,000 each individual's claim and $300,000 each occurrence.

a. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of $100,000 per accident,
$100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$300,000 Automobile Liability Combined Single Limit for Company- Owned Vehicles, if applicable
$300,000 Hired and Non-owned Automobile Liability Coverage

c. Other Insurance.
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described above. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

C. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

6. Section 20. of the Agreement is hereby deleted in its entirety and replaced with the following

EQUIPMENT:

The purchase of non-expendable personal property or equipment costing $1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment F, Property Reporting Form**, and forward it along with the appropriate invoice(s) to the Department's Grant Manager. The following terms shall apply:

A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.

C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

7. Section 32. is added to the Agreement as follows:

PROHIBITED GOVERNMENTAL ACTIONS FOR PUBLIC WORKS PROJECTS

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

A. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.

B. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

C. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:

i. Pay employees a predetermined amount of wages or prescribe any wage rate;

ii. Provide employees a specified type, amount, or rate of employee benefits;

iii. Control, limit, or expand staffing; or

iv. Recruit, train, or hire employees from designated, restricted, or single source.

D. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.

E. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

8. **Attachment A-1,** Revised Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-2**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to prior **Attachment A's**, shall hereinafter refer to **Attachment A-2**, Revised Project Work Plan.

9. **Attachment B**, Disbursement Request Package, is hereby deleted in its entirety and replaced with **Attachment B-1**, Payment Request Summary Form, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment B**, shall hereinafter refer to **Attachment B-1**, Payment Request Summary Form.

10. **Attachment E**, Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment E-1**, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment E**, shall hereinafter refer to **Attachment E-1**, Revised Special Audit Requirements.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement S0878 to be duly executed, the day and year last written below.

ESCAMBIA COUNTY

Board of County Commissioners
Escambia County, Florida

D. B. Underhill, Chairman

Date Executed 9/21/2017

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Trina Vielhauer
Print Name and Title of Authorized Person

Date: 10/9/17

Sandra Waters, DEP Grant Manager

Lisa Mecca, DEP QC Reviewer

FEID No.:59-6000598

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/11/17

BCC Approved 09-21-2017

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Revised Project Work Plan (5 Pages)
Attachment	B-1	Payment Request Summary Form (2 Pages)
Attachment	E-1	Revised Special Audit Requirements (5 pages)
Attachment	F	Property Reporting Form (1 Page)

DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
DEP AGREEMENT NO. S0878

ATTACHMENT A-2

PROJECT TITLE: Escambia County Innerarity Water and Sewer Upgrade

PROJECT LOCATION: The Project will be located on Innerarity Island in Escambia County, Florida. Lat/Long 30.315489, -87.484840 See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The Innerarity Island Development Corporation (IIDC) provided water and wastewater service to the residents of Innerarity Island in southwestern Escambia County. IIDC purchased water from the Emerald Coast Utilities Authority (ECUA) and resold it to the residents.
Wastewater is currently collected in a gravity sewer system and conveyed via a system of lift stations and force mains to ECUA lift station No. 380. Wastewater is metered at the discharge of the lift station before leaving the island. The wastewater is metered and billed independently of the potable water.
Water and sewer services provided in the past by IIDC were subject to regulation by the Public Service Commission of the State of Florida.

On January 27, 2014, the IIDC formally filed a note of abandonment pursuant to Florida Statute 367.165(1), and on March 21, 2014 the First Judicial Circuit Court ordered Escambia County (Grantee) to become the receiver of this now abandoned water and wastewater utility system. However, not only is long term ownership and maintenance outside of the capabilities of the Grantee, the Grantee also has no statutory authority to own and operate a water and wastewater system due to the Enabling Act of the ECUA. An agreement in principal has been reached between ECUA and the Grantee regarding future ownership and maintenance of the IIDC's utilities, as well as options for financing mechanisms allowing ECUA to complete design and construction, as necessary, to bring the existing utility systems into compliance with current FDEP and ECUA standards.

The proposed project will facilitate the transfer of ownership and maintenance of the systems to ECUA. This transition is critical so that an entity with adequate resources can accept the long term requirements that come with utility ownership. This is a necessity for the residents served by this system.

PROJECT DESCRIPTION: The Grantee will evaluate the current water and wastewater system formerly owned by the IIDC and design the upgrades for the water and wastewater system infrastructure to meet the standards required by ECUA for a publicly owned and maintained water and wastewater utility system.

Water system improvements may consist of: a) relatively minor main relocations to remove encroachments of the water facilities from private properties or alternatively to relocations, easements could be secured with the assistance of the Innerarity Island Homeowners Association to negate the need for the relocations; b) installation of system isolation valves; c) fire hydrant additions; d) modification of dead end water lines to provide either flush valves or circulation loops; e) water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters; and f) upgrade approximately 3,000 linear feet of existing 4-inch water main on North Shore Drive to 6-inch.

Sanitary sewer system improvements will consist primarily of the construction of a low pressure sewer system to replace all gravity collection on the island leaving only the relatively new gravity collection in the Russell Bayou development in service. The existing gravity sewer collection system was found to be

prone to excessively heavy infiltration/inflow and to have many line segments laid at insufficient slope. Full replacement of the gravity sewer system was eliminated from consideration due to excessive cost.

The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

TASKS and DELIVERABLES:

Task 1: Design and Permitting
Task Description: The Grantee will procure professional engineering in accordance with state law. The Grantee will complete the evaluation and design of upgrades to the water and wasterwater system infrastructure and obtain all necessary permits for construction of the project. The Grantee will submit documentation of design and permitting activities, as described below.

Deliverable 1 : Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Summary of design activities to date, indicating % of design completion representing time period covered in the payment request. 3) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

Performance Standard: The Department's Grant Manager will review all deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 2: Construction
Task Description: The Grantee will construct water and wastewater improvements in accordance with the construction contract documents.

Deliverable 2: Construction completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) Contractor's Application and Certification for Payment, 4) signed acceptance of the completed work by the Grantee; and 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed (as applicable) in accordance with the construction contract documents, or indicating that construction completed by the end of the funding has been completed in accordance with the construction contract documents.
Performance Standard: The Department's Grant Manager will review each submitted deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 3: Administration, Operation, and Repair of Water and Wastewater Utility System
Task Description: The Grantee will subcontract the Administrative, Operational and Repair Services for the water and wastewater utility system.

Deliverables 3: 1) An electronic copy of the Grantee's interlocal agreement with the City of Gulf Breeze for the administration, operation and repairs of the water and wastewater system submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; and 2) interim progress reports, work summaries and field notes, as applicable, documenting administrative, operation and repair services provided.

Performance Standard: The Department's Grant Manager will review the deliverables to verify they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal. ·

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 4: Construction Engineering Inspection Services
Task Description: The Grantee will perform construction engineering inspection services. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables 4: 1)An electronic copy of the Grantee's executed contract(s) and scope of services for project management and/or engineering services submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) engineering inspection reports associated with the inspection of the project.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 5: Equipment Purchase
Task Description: The Grantee will purchase the equipment for upgrading the current water and wastewater system infrastructure to meet the standards required by ECUA for a publically owned and maintained water and wastewater utility system. Water system equipment may include water meters, yoke boxes, fire hydrants, pipe main, isolation valves, flush valves and other incidental items. Sewer system equipment may include sewer main, gate valves, service connections, grinder pumps and other incidental items. The Grantee will not retain possession of the equipment at the end of the grant period.

Deliverables 5: Purchase of the equipment as evidenced by: Purchase order(s); vendor invoice(s) for delivery, installation and start up; proof of payment to vendor; Bills of Lading; and pictures of equipment purchased. Completed Property Reporting Form with invoice copy.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the purchases and Department approval of the associated task deliverables.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$223,800	7/1/2015	6/30/2021
2	Construction	Contractual Services	$844,495	7/1/2015	6/30/2021
3	Administration, Operation, and Repair of Water and Wastewater Utility System	Contractual Services	$166,000	7/1/2015	6/30/2021
4	Construction Engineering Inspection Services	Contractual Services	$108,520	7/1/2015	6/30/2021
5	Equipment Purchase	Equipment	$157,185	7/1/2015	6/30/2021
		Total:	$1,500,000		

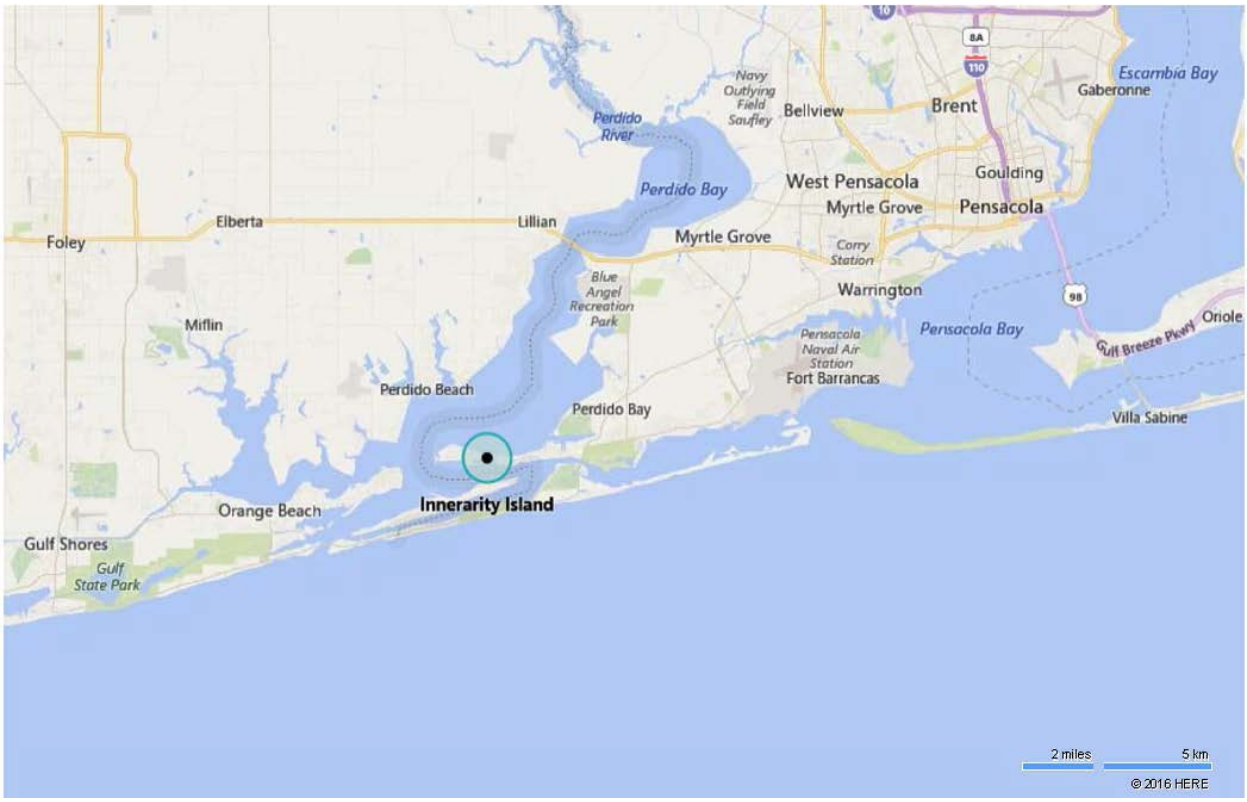

Figure 1

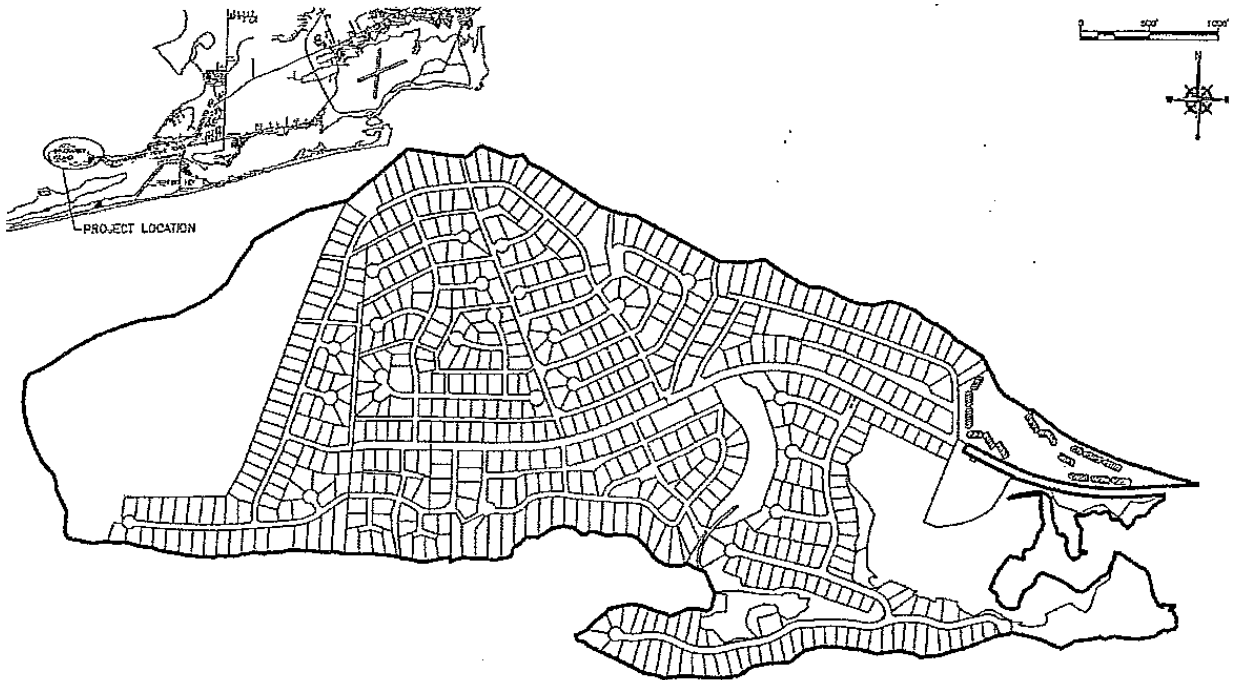

Figure 2

ATTACHMENT B-1
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. _____ Agreement Effective Dates: _____

Grantee:
(Name & Mailing Address) _____

_____

Grantee's Grant Manager _____

Performance Period (*Start date – End date*): _____ Date of Request:_____

Task/Deliverable No(s). _____Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 2:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 3:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 4:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 5:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 6:	$ -	$ -	**$ -**	**$ -**	**$ -**
Task 7:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 8:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 9:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL AMOUNT	**$**	**$**	**$**	**$**	**$**
TOTAL BUDGET (ALL TASKS)	**$**			**$**	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	**$**			**$**	
TOTAL REMAINING (ALL TASKS)	**$**			**$**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in

Check all that apply:

☐ All permits and approvals required for the construction, which is underway, have been obtained.

☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL*

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current reqeusted amount in this total. **Do not enter anything in the shaded areas.**

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST*." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					**Payment Request No.:**		
DEP Agreement No.:							
Vendor Name	**Invoice Number**	**Invoice Date**	**Invoice Amount (1)**	**Local Share or Other Funding or Amount Not Requested (2)**	**Requested Amount (3)**	**Check Number**	**Task/Deliverable Number (4)**
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
Totals:				$ -	$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

2 **Local Share or Other Funding or Amount Not Requested**: Portion of invoice paid for by Grantee.

Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice
3 Amount **(1)**.

Deliverable Number: Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not
4 applicable to that Task/Deliverable identified under (**2**).

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to SRF. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Remit Payment Request by E-mail to: SRF_Reporting@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

1) Exhibit D Payment Request Summary
2) Request for Payment Part II Reimbursement Detail
3) Copies of invoices
4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Sandy Waters 850-245-2898
Sandra.waters@dep.state.fl.us

ATTACHMENT E-1

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	$1,000,000.00	140047
Amendment 1	General Revenue Fund, Line Item1606A	2017-2018	37.039	Statewide Surface Water Restoration And Wastewater Projects	$500,000.00	140047

Total Award	$1,500,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

EXHIBIT C

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0878

GRANTEE: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing $1,000 or more, of property previously purchased under a DEP agreement (identify the property upgraded and the applicable DEP agreement on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form.

DESCRIPTION OF PROPERTY	SERIAL NO. OR OTHER ID NO.	COST**	ACQUISITION DATE	LOCATION/ADDRESS

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE:	Grantee's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP GRANT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, SEND THIS COMPLETED FORM ALONG WITH INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/ INVOICE FOR PAYMENT.**

DEP Grant Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

Escambia County
Clerk's Original

3/2/2017 5:32 p.m P.M.

ORDINANCE 2017-10

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING CHAPTER 70, ARTICLE VIII, DIVISION 3, SECTIONS 70-824 THROUGH 70-831 CREATING THE INNERARITY ISLAND DEVELOPMENT CORPORATION SEWAGE SYSTEM IMPROVEMENTS MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING SEWAGE SYSTEM IMPROVEMENTS WITHIN THE DISTRICT; DEFINING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR THE GOVERNANCE OF SAID DISTRICT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS; AUTHORIZING THE LEVY OF A NON-AD VALOREM SPECIAL ASSESSMENT TO DEFRAY THE COSTS OF SEWAGE SYSTEM IMPROVEMENTS WITHIN THE DISTRICT BASED ON A FAIR AND REASONABLE APPORTIONMENT OF THE COST TO SPECIALLY BENEFITTED PROPERTIES; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION PRESCRIBED BY §197.3632, FLORIDA STATUTES; IDENTIFYING THE DUTIES OF THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT, TAX COLLECTOR, AND PROPERTY APPRAISER; PROVIDING FOR AN APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Date: 3-3-2017 Verified By: K. McCord

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

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

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

WHEREAS, due to public safety concerns, the Board of County Commissioners waived the Application and Petition requirements specified in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures*; and

WHEREAS, the proposed MSBU has otherwise met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, following completion of said improvements funded by the proposed MSBU, the lot owners shall assume responsibility for the improvements in this district.

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

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

Section 2. Part I, Chapter 70, Article VIII, Division 3, Sections 70-824 through 70-831 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 3. –INNERARITY ISLAND DEVELOPMENT CORPORATION

Sec. 70-824. AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under the authority of Article VIII, Section 1 (f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing a sewage system improvement district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-825. SHORT TITLE. This Ordinance shall be known and referred to as the "Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit Ordinance."

Sec. 70-826. DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

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

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

(C) *Costs* shall mean the total cost of engineering and construction associated with the sewage system improvements contained in the District. The costs for improvements may include, but are not limited to, the costs of design, permitting, surveys, engineering services, construction, labor, materials, plans and specifications, as well as administrative fees and the Escambia County Tax Collector's collection fee.

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

(E) *District* shall mean that geographical area of the *Innerarity Island Development Corporation Sewage System Improvement MSBU* as described in **Exhibit A**, attached hereto and incorporated by reference herein.

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

(G) *Improvements* shall mean all sewage system improvements presently located or to be located within or added to the District.

(H) *Lot* shall mean a developed or vacant parcel identified with a unique property identification number by the Escambia County Property Appraiser.

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

Sec. 70-827. DISTRICT CREATED. There is hereby created in Escambia County, Florida the *Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit* for the purpose of providing sewage system improvements within the District. The aforementioned District shall include all Lots which benefit from the improvements, including those Lots listed in **Exhibit A**, excluding any holding ponds, wetland/drainage easements, designated wetlands, or buffer zones.

Sec. 70-828. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board. The Board shall have the following powers and duties:

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

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

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

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

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

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

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

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

Sec. 70-829. LEGISLATIVE FINDINGS.

(A) Due to public safety concerns, the Board waived the Application and Petition requirements specified in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures.* The proposed Innerarity Island Development Corporation Sewage System Improvement MSBU has otherwise met the criteria established by the Board in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures.*

(B) Lots in the District are specially benefited since sewage system improvements increase the market value of an individual Lot and increase the ability of Lot owners to develop their land.

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

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

Sec. 70-830. NON-AD VALOREM SPECIAL ASSESSMENT COLLECTION.

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

(B) The Board may, by proper resolution, establish rules and regulations related to the fiscal management of the District.

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

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

(D) The amount of non-ad valorem special assessment to be assessed and levied against each Lot within the District shall be determined by resolution of the Board based on the special benefit received by each Lot within the District. The non-ad valorem special assessment for sewage system improvements shall be fairly and reasonably apportioned among the benefited Lots at the time of completion of the improvements.

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

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

Sec. 70-831. APPEAL PROCESS.

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

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

(C) In the event the County Administrator or designee finds the Lot owner has been erroneously assessed, the County Administrator or designee shall correct such errors on the non-ad valorem special assessment roll and shall make any necessary

adjustment to the amount of the owner's non-ad valorem special assessment due or any annual installment owing as a result of the identified error, with notice to the Board.

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

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

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

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

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

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

DONE AND ENACTED THIS 2nd **DAY OF** March, **2017.**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk to the Circuit Court

Deputy Clerk

(Seal)

D.B. Underhill, Chairman

Date Executed
3-2-2017

Enacted: March 2, 2017
Filed with Department of State: March 3, 2017
Effective: March 3, 2017

Approved as to form and legal sufficiency.
By/Title:
Date: 2/15/17

EXHIBIT A

PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER
15-3S-32-3000-060-004	15-3S-32-2000-316-002	15-3S-32-2003-007-001	15-3S-32-1900-102-007	15-3S-32-1900-094-007	15-3S-32-2000-021-001
15-3S-32-2003-120-010	15-3S-32-1900-077-008	15-3S-32-2003-007-002	15-3S-32-2006-009-009	15-3S-32-2003-008-003	15-3S-32-3000-150-001
15-3S-32-3000-060-008	15-3S-32-3000-440-008	15-3S-32-3000-020-008	15-3S-32-2005-003-001	15-3S-32-3000-090-001	15-3S-32-2006-001-009
15-3S-32-2003-004-004	15-3S-32-3000-420-008	15-3S-32-2005-001-004	15-3S-32-2001-004-005	15-3S-32-2003-003-007	15-3S-32-1102-003-001
15-3S-32-2000-301-002	15-3S-32-3000-100-001	15-3S-32-2005-002-004	15-3S-32-2001-013-008	15-3S-32-2002-016-002	15-3S-32-1102-003-010
15-3S-32-1102-001-013	15-3S-32-2006-005-001	15-3S-32-2005-004-001	15-3S-32-1900-085-007	15-3S-32-2001-010-005	15-3S-32-1900-078-008
15-3S-32-3000-010-001	15-3S-32-2006-006-001	15-3S-32-1103-004-003	15-3S-32-2005-006-001	15-3S-32-2001-005-003	15-3S-32-3000-260-001
15-3S-32-2000-057-001	15-3S-32-2002-023-002	15-3S-32-2003-010-010	15-3S-32-2005-005-001	15-3S-32-1103-003-003	15-3S-32-1103-001-004
15-3S-32-3000-040-001	15-3S-32-3000-400-008	15-3S-32-2000-062-001	15-3S-32-2005-001-010	15-3S-32-2003-001-005	15-3S-32-1103-002-004
15-3S-32-3000-180-001	15-3S-32-2003-003-009	15-3S-32-2005-002-001	15-3S-32-3000-020-003	15-3S-32-3000-130-001	15-3S-32-1103-003-004
15-3S-32-2003-003-002	15-3S-32-2003-003-001	15-3S-32-2005-007-001	15-3S-32-1102-001-003	15-3S-32-2001-005-004	15-3S-32-2001-001-006
15-3S-32-2003-004-009	15-3S-32-2000-319-002	15-3S-32-1102-005-010	15-3S-32-1102-005-003	15-3S-32-2001-014-003	15-3S-32-2001-011-003
15-3S-32-2003-013-003	15-3S-32-2005-002-002	15-3S-32-2001-002-008	15-3S-32-2001-025-008	15-3S-32-2001-001-004	15-3S-32-2003-011-002
15-3S-32-2003-002-007	15-3S-32-1103-008-001	15-3S-32-2000-055-001	15-3S-32-2002-011-002	15-3S-32-2006-002-001	15-3S-32-3000-170-001
15-3S-32-2000-073-001	15-3S-32-2003-090-010	15-3S-32-2000-069-001	15-3S-32-1900-075-008	15-3S-32-2006-002-010	15-3S-32-2000-054-001
15-3S-32-1102-004-013	15-3S-32-2001-005-008	15-3S-32-2005-001-001	15-3S-32-1900-084-007	15-3S-32-2005-003-003	15-3S-32-2001-003-005
15-3S-32-2004-004-002	15-3S-32-1900-040-002	15-3S-32-3000-010-008	15-3S-32-1900-051-006	15-3S-32-2000-317-002	15-3S-32-1102-003-004
15-3S-32-2003-070-010	15-3S-32-2003-004-001	15-3S-32-2000-071-001	15-3S-32-1900-052-006	15-3S-32-3000-390-008	15-3S-32-2000-470-004
15-3S-32-2003-009-002	15-3S-32-2003-001-011	15-3S-32-1900-045-005	15-3S-32-2002-017-002	15-3S-32-2006-006-009	15-3S-32-2003-007-003
15-3S-32-2003-010-003	15-3S-32-3000-330-001	15-3S-32-2002-030-001	15-3S-32-2004-004-001	15-3S-32-1900-065-008	15-3S-32-2000-380-002
15-3S-32-2002-008-002	15-3S-32-2002-014-002	15-3S-32-2001-006-003	15-3S-32-2006-011-009	15-3S-32-2002-012-002	15-3S-32-2003-002-004
15-3S-32-1900-060-008	15-3S-32-3000-200-008	15-3S-32-2006-010-009	15-3S-32-3000-360-001	15-3S-32-1102-004-010	15-3S-32-2003-001-004
15-3S-32-2001-017-003	15-3S-32-2003-002-002	15-3S-32-2006-009-001	15-3S-32-3000-020-001	15-3S-32-2003-007-006	15-3S-32-3000-130-008
15-3S-32-2002-020-002	15-3S-32-2003-003-006	15-3S-32-2003-001-007	15-3S-32-1102-001-001	15-3S-32-2003-001-001	15-3S-32-2000-030-001
15-3S-32-3000-340-008	15-3S-32-2005-003-002	15-3S-32-1102-002-002	15-3S-32-1102-002-003	15-3S-32-1103-001-003	15-3S-32-2001-012-004
15-3S-32-2000-302-002	15-3S-32-2002-015-002	15-3S-32-3000-180-008	15-3S-32-1102-003-003	15-3S-32-3000-010-005	15-3S-32-2001-005-005
15-3S-32-2003-002-011	15-3S-32-2003-005-002	15-3S-32-3000-170-008	15-3S-32-1900-063-008	15-3S-32-2005-007-002	15-3S-32-2001-004-006
15-3S-32-3000-070-002	15-3S-32-3000-280-008	15-3S-32-3000-160-008	15-3S-32-2001-012-003	15-3S-32-3000-360-008	15-3S-32-1900-049-005
15-3S-32-2003-003-003	15-3S-32-3000-110-001	15-3S-32-2001-018-003	15-3S-32-1102-001-009	15-3S-32-2000-029-001	15-3S-32-1900-054-008
15-3S-32-2000-067-001	15-3S-32-3000-210-001	15-3S-32-2002-010-001	15-3S-32-3000-010-007	15-3S-32-2003-008-008	15-3S-32-1900-055-008
15-3S-32-2006-003-001	15-3S-32-2006-003-010	15-3S-32-3000-300-001	15-3S-32-2001-024-008	15-3S-32-2006-004-010	15-3S-32-1103-005-001
15-3S-32-2006-004-001	15-3S-32-1900-037-002	15-3S-32-3000-310-001	15-3S-32-2001-003-006	15-3S-32-3000-010-004	15-3S-32-2001-002-004
15-3S-32-3000-370-008	15-3S-32-3000-050-003	15-3S-32-2003-013-002	15-3S-32-2006-005-010	15-3S-32-2001-026-008	15-3S-32-1102-003-002
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EXHIBIT A

PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER
15-3S-32-3000-290-008	15-3S-32-2000-058-001	15-3S-32-2002-022-002	15-3S-32-3000-230-008	15-3S-32-1102-003-009	15-3S-32-2000-460-003
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15-3S-32-2005-005-002	15-3S-32-2001-003-008	15-3S-32-2000-314-002	15-3S-32-3000-020-005	15-3S-32-3000-240-001	15-3S-32-2001-015-003
15-3S-32-2000-349-002	15-3S-32-2001-004-008	15-3S-32-2000-033-001	15-3S-32-3000-030-005	15-3S-32-3000-190-001	15-3S-32-2003-002-005
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EXHIBIT A

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15-3S-32-3000-010-003

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11794 **Public Hearings 11.**

BCC Regular Meeting

Meeting Date: 03/02/2017

Issue: 5:32 p.m. Public Hearing to consider an Ordinance creating the Innerarity Island Development Corporation Sewage System Improvements MSBU

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing to consider adopting an Ordinance creating the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit (MSBU).

Recommendation: That the Board take the following action concerning the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit:

A. Adopt an Ordinance creating Volume I, Chapter 70, Article VIII, Division 3, Sections 70-824 through 70-831, of the Escambia County Code of Ordinances, establishing the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit and all related documents; and

B. Make the following findings of fact:

1. Due to public safety concerns, the Board of County Commissioners waived the Application and Petition requirements specified in the Escambia County Municipal Services Benefits Units Guidelines and Procedures. The proposed Municipal Service Benefit Unit has otherwise met the criteria established by the Board of County Commissioners in the Escambia County Municipal Services Benefits Units Guidelines and Procedures for a municipal service benefit unit;

2. Lots in the District are specially benefited since sewage system improvements increase the market value of an individual Lot, and increase the ability of Lot owners to develop their land;

3. The non-ad valorem special assessments levied will represent a fair and reasonable apportionment of the Cost of the special benefit received by each Lot and do not

represent the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

4. Through its creation of the District, the Board of County Commissioners has not accepted ownership of any roads, streets, easements, or lots located within the District other than those expressly accepted or acquired through vote of the Board of County Commissioners, and the Board of County Commissioners shall not maintain such properties during or subsequent to installation of any drainage improvements in the District.

BACKGROUND:

The proposed Ordinance will create the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit for the purpose of providing sewage system improvements within the District.

BUDGETARY IMPACT:

The proposed MSBU assessment will defray the cost of sewage system improvements within the District based upon a fair and reasonable apportionment of the cost to all specially benefitted properties. The assessment may be paid in a single lump sum or may be amortized over a ten (10) year period at four percent (4%) interest compounded annually plus any applicable statutory administrative fees payable to the Tax Collector and Property Appraiser.

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual, and advertised in the *Pensacola News Journal* on Saturday, February 18, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

5:32 p. m. PH

Replacement Backup
BCC 03/02/2017
5:32 p.m. Public Hearing

ORDINANCE 2017-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING CHAPTER 70, ARTICLE VIII, DIVISION 3, SECTIONS 70-824 THROUGH 70-831 CREATING THE INNERARITY ISLAND DEVELOPMENT CORPORATION SEWAGE SYSTEM IMPROVEMENTS MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING SEWAGE SYSTEM IMPROVEMENTS WITHIN THE DISTRICT; DEFINING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR THE GOVERNANCE OF SAID DISTRICT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS; AUTHORIZING THE LEVY OF A NON-AD VALOREM SPECIAL ASSESSMENT TO DEFRAY THE COSTS OF SEWAGE SYSTEM IMPROVEMENTS WITHIN THE DISTRICT BASED ON A FAIR AND REASONABLE APPORTIONMENT OF THE COST TO SPECIALLY BENEFITTED PROPERTIES; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION PRESCRIBED BY §197.3632, FLORIDA STATUTES; IDENTIFYING THE DUTIES OF THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT, TAX COLLECTOR, AND PROPERTY APPRAISER; PROVIDING FOR AN APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, due to public safety concerns, the Board of County Commissioners waived the Application and Petition requirements specified in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures*; and

WHEREAS, the proposed MSBU has otherwise met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, following completion of said improvements funded by the proposed MSBU, the lot owners shall assume responsibility for the improvements in this district.

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

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

Section 2. Part I, Chapter 70, Article VIII, Division 3, Sections 70-824 through 70-831 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 3. –INNERARITY ISLAND DEVELOPMENT CORPORATION

Sec. 70-824. AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under the authority of Article VIII, Section 1 (f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing a sewage system improvement district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-825. SHORT TITLE. This Ordinance shall be known and referred to as the "Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit Ordinance."

Sec. 70-826. DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

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

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

(C) *Costs* shall mean the total cost of engineering and construction associated with the sewage system improvements contained in the District. The costs for improvements may include, but are not limited to, the costs of design, permitting, surveys, engineering services, construction, labor, materials, plans and specifications, as well as administrative fees and the Escambia County Tax Collector's collection fee.

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

(E) *District* shall mean that geographical area of the *Innerarity Island Development Corporation Sewage System Improvement MSBU* as described in **Exhibit A**, attached hereto and incorporated by reference herein.

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

(G) *Improvements* shall mean all sewage system improvements presently located or to be located within or added to the District.

(H) *Lot* shall mean a developed or vacant parcel identified with a unique property identification number by the Escambia County Property Appraiser.

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

Sec. 70-827. DISTRICT CREATED. There is hereby created in Escambia County, Florida the *Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit* for the purpose of providing sewage system improvements within the District. The aforementioned District shall include all Lots which benefit from the improvements, including those Lots listed in **Exhibit A**, excluding any holding ponds, wetland/drainage easements, designated wetlands, or buffer zones.

Sec. 70-828. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board. The Board shall have the following powers and duties:

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

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

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

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

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

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

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

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

Sec. 70-829. LEGISLATIVE FINDINGS.

(A) Due to public safety concerns, the Board waived the Application and Petition requirements specified in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures*. The proposed Innerarity Island Development Corporation Sewage System Improvement MSBU has otherwise met the criteria established by the Board in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures.*

(B) Lots in the District are specially benefited since sewage system improvements increase the market value of an individual Lot and increase the ability of Lot owners to develop their land.

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

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

Sec. 70-830. NON-AD VALOREM SPECIAL ASSESSMENT COLLECTION.

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

(B) The Board may, by proper resolution, establish rules and regulations related to the fiscal management of the District.

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

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

(D) The amount of non-ad valorem special assessment to be assessed and levied against each Lot within the District shall be determined by resolution of the Board based on the special benefit received by each Lot within the District. The non-ad valorem special assessment for sewage system improvements shall be fairly and reasonably apportioned among the benefited Lots at the time of completion of the improvements.

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

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

Sec. 70-831. APPEAL PROCESS.

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

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

(C) In the event the County Administrator or designee finds the Lot owner has been erroneously assessed, the County Administrator or designee shall correct such errors on the non-ad valorem special assessment roll and shall make any necessary

adjustment to the amount of the owner's non-ad valorem special assessment due or any annual installment owing as a result of the identified error, with notice to the Board.

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

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

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

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

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

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

DONE AND ENACTED THIS ___ DAY OF _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk to the Circuit Court

_____
D.B. Underhill, Chairman

_____
Deputy Clerk

(Seal)

Enacted:
Filed with Department of State:
Effective:

Approved as to form and legal sufficiency.
By/Title:
Date: 2/15/17

EXHIBIT A

PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER
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EXHIBIT A

PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER
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EXHIBIT A

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15-3S-32-2001-004-003
15-3S-32-1900-067-008
15-3S-32-1900-087-007
15-3S-32-1103-008-003
15-3S-32-1900-089-007

PROPERTY NUMBER
15-3S-32-1900-020-003
15-3S-32-1900-021-003
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15-3S-32-1900-023-004
15-3S-32-1900-024-004
15-3S-32-1900-025-004
15-3S-32-1900-026-004
15-3S-32-1900-027-004
15-3S-32-1900-028-004
15-3S-32-1900-029-004
15-3S-32-1900-030-004
15-3S-32-1900-031-004
15-3S-32-1900-032-004
15-3S-32-1900-033-004
15-3S-32-1900-034-004
15-3S-32-2004-002-002
15-3S-32-1102-001-004
15-3S-32-2000-303-002
15-3S-32-1102-001-010
15-3S-32-1102-002-001
15-3S-32-3000-020-004
15-3S-32-1102-001-012
15-3S-32-1102-002-012
15-3S-32-2001-008-003

PROPERTY NUMBER
15-3S-32-2000-061-001
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15-3S-32-1900-100-007
15-3S-32-2001-002-002
15-3S-32-1103-006-001
15-3S-32-2000-056-001
15-3S-32-1102-001-002
15-3S-32-2002-024-002
15-3S-32-1900-046-005
15-3S-32-1102-005-002
15-3S-32-1103-002-002
15-3S-32-2006-001-010
15-3S-32-3000-030-001
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15-3S-32-3000-100-003
15-3S-32-2005-002-003
15-3S-32-3000-350-008
15-3S-32-2000-313-002
15-3S-32-1103-003-002
15-3S-32-2001-011-004
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15-3S-32-3000-140-001
15-3S-32-2003-011-006

PROPERTY NUMBER
15-3S-32-2001-012-005
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15-3S-32-2003-005-006
15-3S-32-1900-092-007
15-3S-32-1900-096-007
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15-3S-32-3000-100-002
15-3S-32-3000-010-002
15-3S-32-3000-090-002
15-3S-32-2005-003-004
15-3S-32-3000-250-001
15-3S-32-2005-006-002
15-3S-32-2000-308-002
15-3S-32-2001-007-003
15-3S-32-1900-072-008
15-3S-32-3000-090-004
15-3S-32-1900-073-008
15-3S-32-2003-004-003
15-3S-32-2001-001-008
15-3S-32-3000-080-003
15-3S-32-3000-120-004
15-3S-32-3000-150-008
15-3S-32-2006-001-001

PROPERTY NUMBER
15-3S-32-2000-309-002
15-3S-32-3000-270-008
15-3S-32-3000-290-001
15-3S-32-1102-004-002
15-3S-32-2001-010-008
15-3S-32-2001-009-008
15-3S-32-2001-003-007
15-3S-32-1900-043-005
15-3S-32-1900-038-002
15-3S-32-2000-310-002
15-3S-32-2001-002-007
15-3S-32-3000-300-008
15-3S-32-3000-010-006
15-3S-32-3000-010-010
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15-3S-32-3000-110-008
15-3S-32-3000-120-008
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15-3S-32-2003-008-001
15-3S-32-1102-002-011
15-3S-32-3000-220-008
15-3S-32-2000-024-001

PROPERTY NUMBER
15-3S-32-2001-016-004
15-3S-32-2001-017-004
15-3S-32-1900-066-008
15-3S-32-2003-004-006
15-3S-32-1900-081-008
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15-3S-32-3000-250-008
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15-3S-32-3000-030-004
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15-3S-32-3000-130-004
15-3S-32-2001-018-008
15-3S-32-2000-000-000
15-3S-32-2004-003-002
15-3S-32-1102-003-013
15-3S-32-1102-002-013
15-3S-32-1900-101-007
15-3S-32-1900-062-008
15-3S-32-3000-370-001
15-3S-32-3000-010-003

ORDINANCE 2017-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING CHAPTER 70, ARTICLE VIII, DIVISION 3, SECTIONS 70-824 THROUGH 70-831 CREATING THE INNERARITY ISLAND DEVELOPMENT CORPORATION SEWAGE SYSTEM IMPROVEMENTS MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING SEWAGE SYSTEM IMPROVEMENTS WITHIN THE DISTRICT; DEFINING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR THE GOVERNANCE OF SAID DISTRICT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS; AUTHORIZING THE LEVY OF A NON-AD VALOREM SPECIAL ASSESSMENT TO DEFRAY THE COSTS OF SEWAGE SYSTEM IMPROVEMENTS WITHIN THE DISTRICT BASED ON A FAIR AND REASONABLE APPORTIONMENT OF THE COST TO SPECIALLY BENEFITTED PROPERTIES; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION PRESCRIBED BY §197.3632, FLORIDA STATUTES; IDENTIFYING THE DUTIES OF THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT, TAX COLLECTOR, AND PROPERTY APPRAISER; PROVIDING FOR AN APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, due to public safety concerns, the Board of County Commissioners waived the Application and Petition requirements specified in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures*; and

WHEREAS, the proposed MSBU has otherwise met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, following completion of said improvements funded by the proposed MSBU, the lot owners shall assume responsibility for the improvements in this district.

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

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

Section 2. Part I, Chapter 70, Article VIII, Division 3, Sections 70-824 through 70-831 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 3. –INNERARITY ISLAND DEVELOPMENT CORPORATION

Sec. 70-824. AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under the authority of Article VIII, Section 1 (f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing a sewage system improvement district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-825. SHORT TITLE. This Ordinance shall be known and referred to as the "Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit Ordinance."

Sec. 70-826. DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

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

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

(C) *Costs* shall mean the total cost of engineering and construction associated with the sewage system improvements contained in the District. The costs for improvements may include, but are not limited to, the costs of design, permitting, surveys, engineering services, construction, labor, materials, plans and specifications, as well as administrative fees and the Escambia County Tax Collector's collection fee.

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

(E) *District* shall mean that geographical area of the *Innerarity Island Development Corporation Sewage System Improvement MSBU* as described in **Exhibit A**, attached hereto and incorporated by reference herein.

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

(G) *Improvements* shall mean all sewage system improvements presently located or to be located within or added to the District.

(H) *Lot* shall mean a developed or vacant parcel identified with a unique property identification number by the Escambia County Property Appraiser.

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

Sec. 70-827. DISTRICT CREATED. There is hereby created in Escambia County, Florida the *Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit* for the purpose of providing sewage system improvements within the District. The aforementioned District shall include all Lots which benefit from the improvements, including those Lots listed in **Exhibit A**, excluding any holding ponds, wetland/drainage easements, designated wetlands, or buffer zones.

Sec. 70-828. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board. The Board shall have the following powers and duties:

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

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

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

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

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

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

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

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

Sec. 70-829. LEGISLATIVE FINDINGS.

(A) Due to public safety concerns, the Board waived the Application and Petition requirements specified in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures.* The proposed Innerarity Island Development Corporation Sewage System Improvement MSBU has otherwise met the criteria established by the Board in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures.*

(B) Lots in the District are specially benefited since sewage system improvements increase the market value of an individual Lot and increase the ability of Lot owners to develop their land.

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

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

Sec. 70-830. NON-AD VALOREM SPECIAL ASSESSMENT COLLECTION.

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

(B) The Board may, by proper resolution, establish rules and regulations related to the fiscal management of the District.

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

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

(D) The amount of non-ad valorem special assessment to be assessed and levied against each Lot within the District shall be determined by resolution of the Board based on the special benefit received by each Lot within the District. The non-ad valorem special assessment for sewage system improvements shall be fairly and reasonably apportioned among the benefited Lots at the time of completion of the improvements.

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

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

Sec. 70-831. APPEAL PROCESS.

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

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

(C) In the event the County Administrator or designee finds the Lot owner has been erroneously assessed, the County Administrator or designee shall correct such errors on the non-ad valorem special assessment roll and shall make any necessary

adjustment to the amount of the owner's non-ad valorem special assessment due or any annual installment owing as a result of the identified error, with notice to the Board.

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

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

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

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

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

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

DONE AND ENACTED THIS ___ DAY OF _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk to the Circuit Court

_____
D.B. Underhill, Chairman

_____
Deputy Clerk

(Seal)

Enacted:
Filed with Department of State:
Effective:

Approved as to form and legal sufficiency.
By/Title:
Date: 2/15/17

5:32 p.m. PH

SEE PAGES 11-17 FOR THE EXECUTED ORDINANCE 2018-3

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13514 **Public Hearings 10.**

BCC Regular Meeting

Meeting Date: 02/01/2018

Issue: 5:32 p.m. Public Hearing to Consider an Ordinance Amending Sec. 70-827, Exhibit A, Relating to the IIDC Sewage System Improvements MSBU

From: Kristin Hual, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing to consider an Ordinance amending Volume I, Chapter 70, Article VIII, Division 3, Section 70-827, Exhibit A, of the Escambia County Code of Ordinances, relating to the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit Ordinance to revise the boundaries of the district.

Recommendation: That the Board adopt an Ordinance amending Volume I, Chapter 70, Article VIII, Division 3, Section 70-827, Exhibit A, of the Escambia County Code of Ordinances, relating to the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit Ordinance to revise the boundaries of the district.

BACKGROUND:

On March 2, 2017, the Board of County Commissioners previously enacted an Ordinance establishing the Innerarity Island Development Corporation (IIDC) Sewage System Improvements Municipal Service Benefit Unit (MSBU). The boundaries of the district were defined in the Ordinance to include a total of 601 lots. It was later discovered that 109 lots, referred to as the "Innerarity Townhomes" development, are serviced by a private lift station and would not benefit from the proposed sewage system improvements. The proposed Ordinance will reduce the geographical area of the MSBU to include a total of 492 lots and exclude those lots that would not benefit from the improvements funded by the proposed MSBU.

BUDGETARY IMPACT:

The MSBU assessment will defray the cost of sewage system improvements within the District based upon a fair and reasonable apportionment of the cost to all specially benefitted properties. The assessment may be paid in a single lump sum or may be amortized over a ten (10) year period at four percent (4%) interest compounded annually plus any applicable statutory administrative fees payable to the Tax Collector and Property Appraiser.

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Senior Assistant County Attorney, Kristin D. Hual, and was advertised in the *Pensacola News Journal* on Saturday, January 20, 2018.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Ordinance with Legal Sign-off

5:32 p. m. PH

ORDINANCE 2018-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 70, ARTICLE VIII, DIVISION 3, SECTION 70-827, EXHIBIT A OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE INNERARITY ISLAND DEVELOPMENT CORPORATION SEWAGE SYSTEM IMPROVEMENTS MUNICIPAL SERVICE BENEFIT UNIT ORDINANCE; REVISING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §125.01, Florida Statutes, the Board of County Commissioners of Escambia County, Florida previously enacted an ordinance establishing the Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit ("MSBU"); and

WHEREAS, the Board of County Commissioners finds that Sec. 70-827, Exhibit A of the Escambia County Code of Ordinances defining the boundaries of said District requires amendment to exclude certain lots that would not benefit from the improvements funded by the proposed MSBU; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Sec. 70-827, Exhibit A serves an important public purpose.

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

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

Section 2. AMENDMENT. Volume I, Chapter 70, Article VIII, Division 3, Section 70-827, Exhibit A of the Escambia County Code of Ordinances is hereby amended to reflect that the District shall include all Lots which benefit from the improvements, excluding any holding ponds, wetland/drainage easements, designated wetlands, or buffer zones, including those Lots listed in the revised **Exhibit A**, attached hereto and incorporated herein.

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

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

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

DONE AND ENACTED THIS _____ DAY OF _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk to the Circuit Court

_____
Jeff Bergosh, Chairman

_____
Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.
By/Title:
Date: 1/24/18

Enacted:
Filed with Department of State:
Effective:

5:32 p.m. PH

Exhibit A

Property Reference Number	Property Reference Number	Property Reference Number	Property Reference Number	Property Reference Number
15-3S-32-3000-060-004	15-3S-32-1103-001-002	15-3S-32-2002-030-001	15-3S-32-2003-010-002	15-3S-32-3000-100-002
15-3S-32-2003-004-004	15-3S-32-2001-004-003	15-3S-32-2001-006-003	15-3S-32-1103-004-001	15-3S-32-3000-010-002
15-3S-32-1102-001-013	15-3S-32-1103-008-003	15-3S-32-2006-010-009	15-3S-32-3000-140-001	15-3S-32-3000-090-002
15-3S-32-3000-010-001	15-3S-32-3000-100-001	15-3S-32-2006-009-001	15-3S-32-2003-011-006	15-3S-32-3000-250-001
15-3S-32-3000-040-001	15-3S-32-2006-005-001	15-3S-32-2003-001-007	15-3S-32-2006-009-009	15-3S-32-2001-007-003
15-3S-32-3000-180-001	15-3S-32-2006-006-001	15-3S-32-1102-002-002	15-3S-32-3000-020-003	15-3S-32-3000-090-004
15-3S-32-2003-003-002	15-3S-32-2003-003-009	15-3S-32-2001-018-003	15-3S-32-1102-001-003	15-3S-32-2003-004-003
15-3S-32-2003-004-009	15-3S-32-2003-003-001	15-3S-32-2002-010-001	15-3S-32-1102-005-003	15-3S-32-3000-080-003
15-3S-32-2003-013-003	15-3S-32-1103-008-001	15-3S-32-3000-300-001	15-3S-32-2002-011-002	15-3S-32-3000-120-004
15-3S-32-2003-002-007	15-3S-32-2003-004-001	15-3S-32-3000-310-001	15-3S-32-2006-011-009	15-3S-32-2006-001-001
15-3S-32-1102-004-013	15-3S-32-3000-330-001	15-3S-32-2003-013-002	15-3S-32-3000-360-001	15-3S-32-2003-008-003
15-3S-32-2003-009-002	15-3S-32-2002-014-002	15-3S-32-2003-011-003	15-3S-32-3000-020-001	15-3S-32-3000-090-001
15-3S-32-2003-010-003	15-3S-32-2003-002-002	15-3S-32-2003-008-002	15-3S-32-1102-002-003	15-3S-32-2002-016-002
15-3S-32-2002-008-002	15-3S-32-2003-003-006	15-3S-32-2000-033-001	15-3S-32-1102-003-003	15-3S-32-2001-005-003
15-3S-32-2001-017-003	15-3S-32-2002-015-002	15-3S-32-2006-003-009	15-3S-32-2001-012-003	15-3S-32-2003-001-005
15-3S-32-3000-070-002	15-3S-32-2003-005-002	15-3S-32-2003-004-002	15-3S-32-2006-005-010	15-3S-32-3000-130-001
15-3S-32-2003-003-003	15-3S-32-3000-110-001	15-3S-32-3000-280-001	15-3S-32-3000-050-001	15-3S-32-2001-005-004
15-3S-32-2006-003-001	15-3S-32-3000-210-001	15-3S-32-2001-010-004	15-3S-32-2002-040-001	15-3S-32-2001-014-003
15-3S-32-2006-004-001	15-3S-32-2006-003-010	15-3S-32-2001-010-003	15-3S-32-2003-001-002	15-3S-32-2001-001-004
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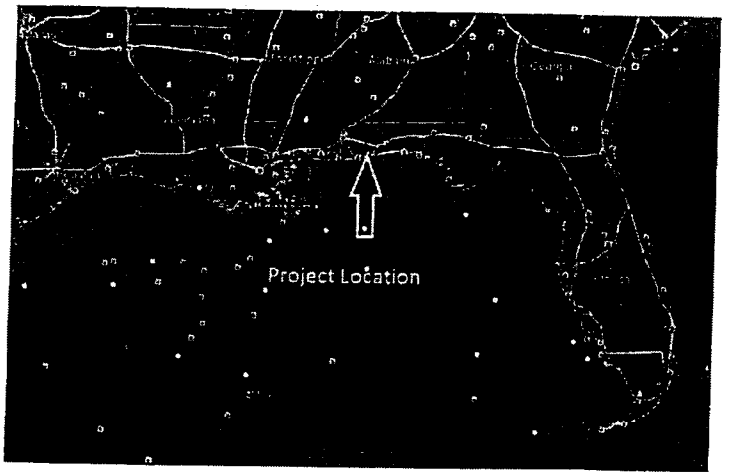
Exhibit A



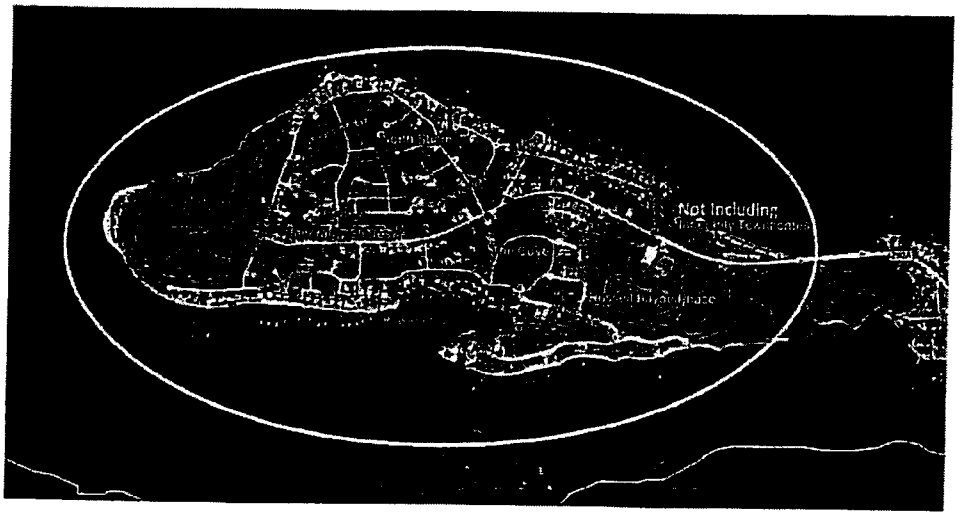
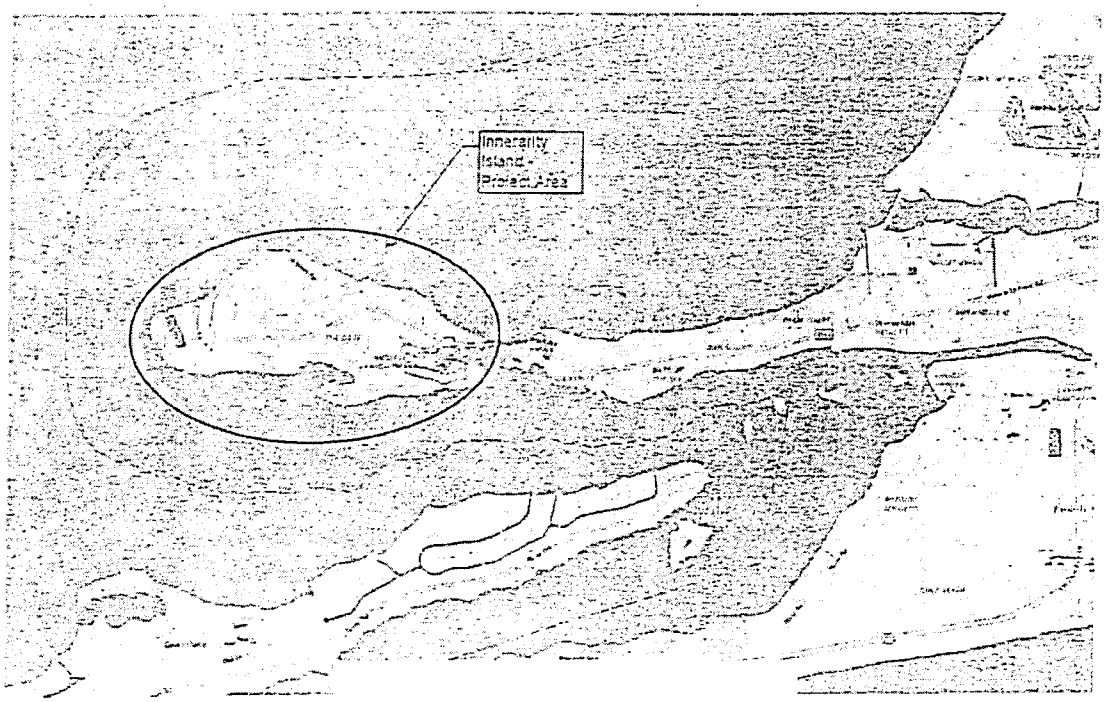
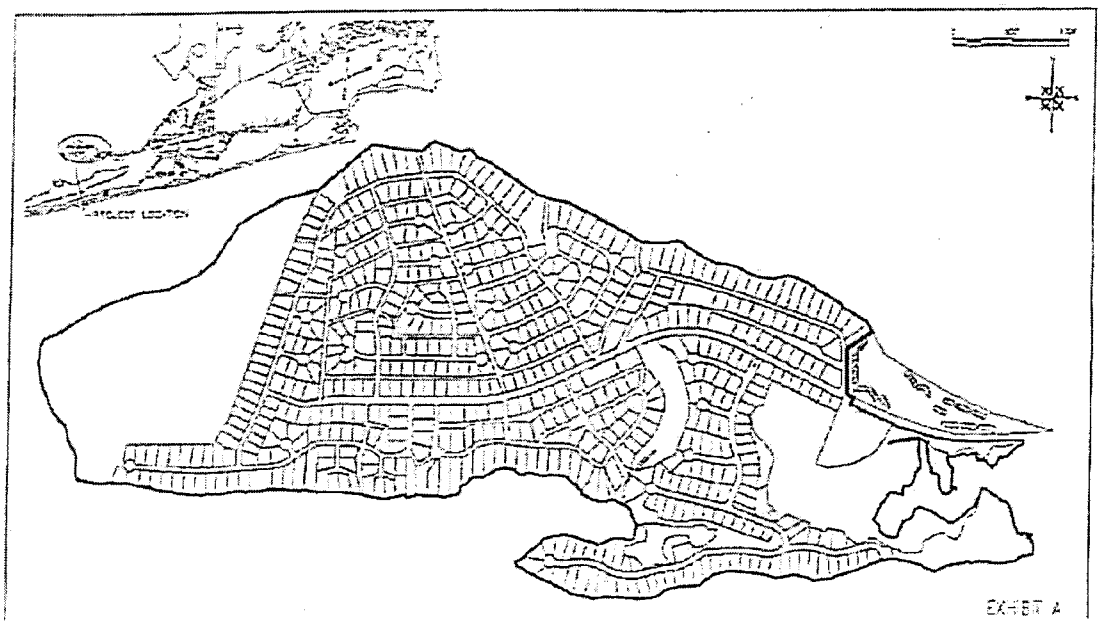


Exhibit A





Escambia County
Clerk's Original

2/1/2018 5:32 p.m. PH

Verified By: D. Allen
Date: 2/6/2018

ORDINANCE 2018-_3_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 70, ARTICLE VIII, DIVISION 3, SECTION 70-827, EXHIBIT A OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE INNERARITY ISLAND DEVELOPMENT CORPORATION SEWAGE SYSTEM IMPROVEMENTS MUNICIPAL SERVICE BENEFIT UNIT ORDINANCE; REVISING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §125.01, Florida Statutes, the Board of County Commissioners of Escambia County, Florida previously enacted an ordinance establishing the Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit ("MSBU"); and

WHEREAS, the Board of County Commissioners finds that Sec. 70-827, Exhibit A of the Escambia County Code of Ordinances defining the boundaries of said District requires amendment to exclude certain lots that would not benefit from the improvements funded by the proposed MSBU; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Sec. 70-827, Exhibit A serves an important public purpose.

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

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

Section 2. AMENDMENT. Volume I, Chapter 70, Article VIII, Division 3, Section 70-827, Exhibit A of the Escambia County Code of Ordinances is hereby amended to reflect that the District shall include all Lots which benefit from the improvements, excluding any holding ponds, wetland/drainage easements, designated wetlands, or buffer zones, including those Lots listed in the revised **Exhibit A**, attached hereto and incorporated herein.

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

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

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

DONE AND ENACTED THIS 1st **DAY OF** February, **2018.**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Deputy Clerk

Jeff Bergosh, Chairman

(Seal)

Approved as to form and legal sufficiency.

By/Title:

Date: 1/24/18

Enacted: February 1, 2018
Filed with Department of State: February 6, 2018
Effective: February 6, 2018

Date Executed
2/6/2018

Exhibit A

Property Reference Number
15-3S-32-3000-060-004
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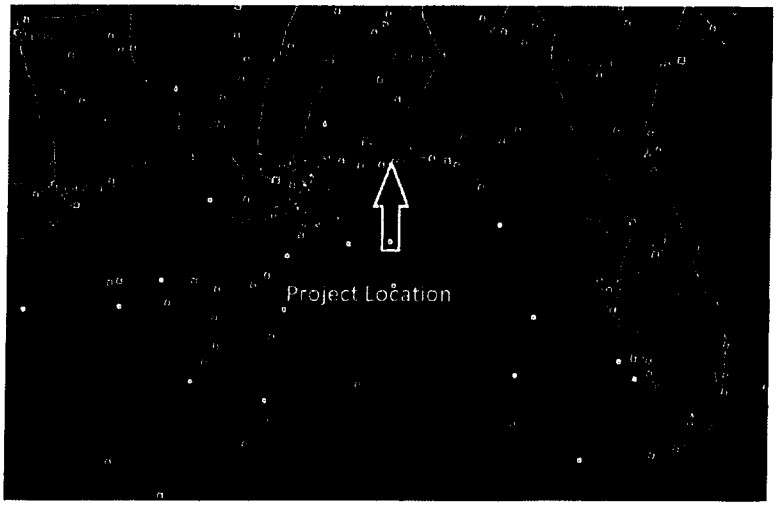
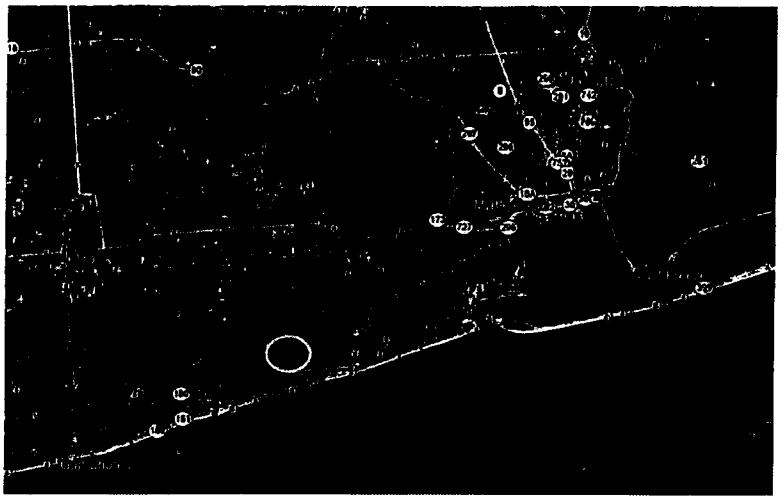
THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE
AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

Exhibit A





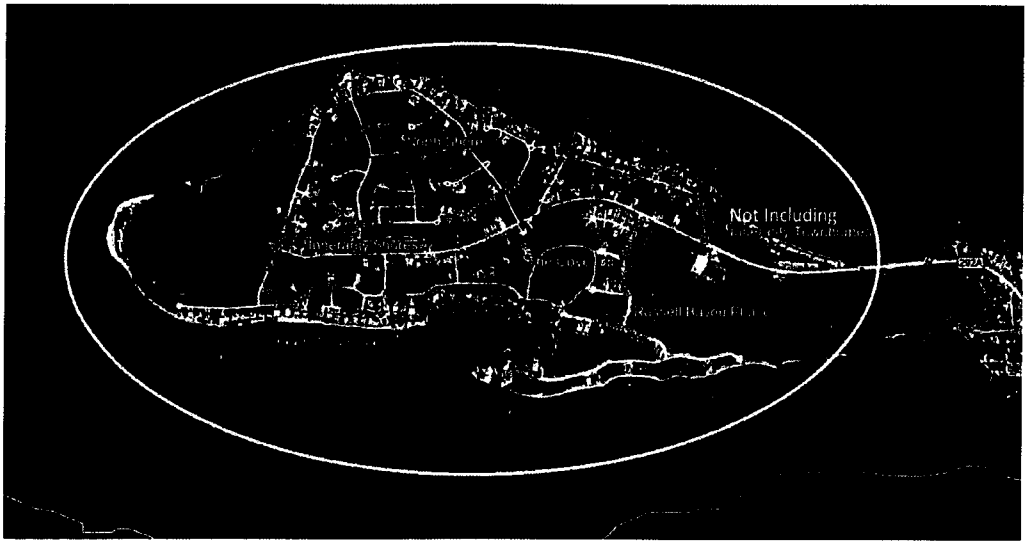
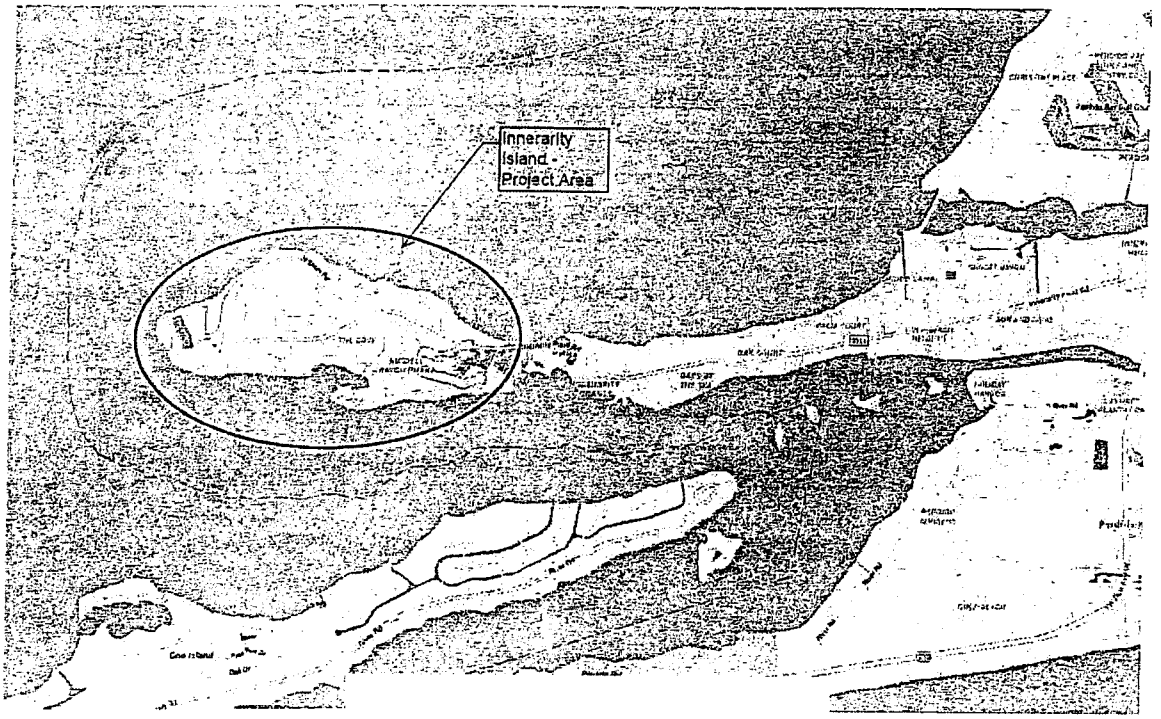


Exhibit A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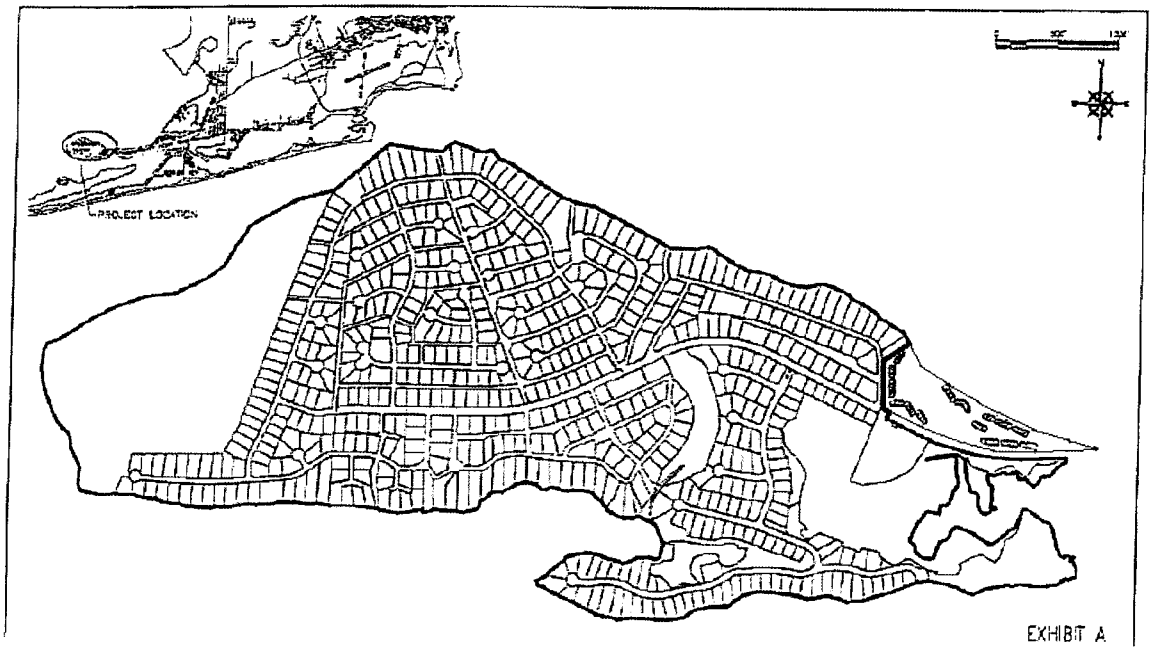
Project Area


PROJECT LOCATION
EXHIBIT A

IN THE CIRCUIT COURT OF
THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida,

Petitioner,

v.

Case No. 2014 CA 000237

INNERARITY ISLAND DEVELOPMENT CORPORATION, a Florida corporation,

Respondent.
_____/

ORDER APPOINTING RECEIVER

THIS MATTER having come before the Court on March 21, 2014 upon the Petition of Escambia County to appoint a Receiver pursuant to a Notice of Abandonment and the Court having heard argument of counsel and being fully advised in the premises, hereby finds:

1. Respondent owns and operates a water and wastewater utility and associated real and personal property constituting a system (hereinafter "System") within the jurisdictional boundaries of Escambia County, Florida. Respondent is a utility as defined by § 367.021(12), Fla. Stat. and owns and operates a system as defined by § 367.021(11), Fla. Stat.

2. Respondent purchases water and wastewater services from Emerald Coast Utilities Authority which is then resold and billed to the customers of System.

3. On or about January 27, 2014, Respondent formally filed a Notice of Abandonment pursuant to § 367.165(1), Fla. Stat. and Escambia County subsequently filed its Petition to Appoint a Receiver (the "Petition") to take possession of and operate

Respondent's System and utility.

ACCORDINGLY, IT IS HEREBY ORDERED AND ADJUDGED:

A. The County's Petition is hereby granted.

B. Appointment of Receiver and Term. Escambia County is hereby appointed as the Receiver for Respondent's System. The term of this receivership shall begin on a date mutually agreeable to the Receiver and Respondent, but no later than March 28, 2014. It shall terminate when the Receiver disposes of the real and personal property of Respondent as provided in § 367.165(2), Fla. Stat., in a manner designed to continue the efficient and effective operation of utility service. In light of Respondent's abandonment of the System, Respondent is not, nor will be, entitled to any benefits or proceeds, specifically including any proceeds from disposition of property or distribution of monies, that result from, or which are associated with, the disposal of all, or a part of, the System by the Receiver. Upon termination of the receivership as provided, the Receiver shall be released from all further obligations to operate and maintain the System.

C. Surrender of Property, Assets, Documents, and Facilities. All real and personal property, assets, documents, and facilities comprising and necessary to the System shall be transferred to the custody and possession of Receiver after entry of this Order. In this respect, Respondent shall: (1) transfer to and produce to the Receiver all customer account records, contracts, agreements, non-privileged correspondence, business records, easements, construction drawings, record drawings, O&M manuals, permits, operating protocol, and any other documents related to the System, to include the real and personal property, assets and liabilities associated therewith in order that the Receiver may then operate and maintain said System, and (2) surrender possession of all

real and personal property comprising the System and owned by Respondent to the custody of Receiver. Upon entry of this Order, Respondent shall transfer and produce all bank accounts, bank account records, customer deposits, cash, and accounts receivable balances to the custody of Receiver, which relate to the subject abandoned property and System. However, the Receiver shall maintain all documents in accordance with its record retention policy and subject to all applicable federal, state or local laws. At Respondent's cost and expense, Respondent may retain, or make arrangements for the duplication of records in the possession of the Receiver to be disposed of. To the extent that the System is sold or otherwise disposed of, the Receiver shall include a provision in the instrument effectuating the transfer for the maintenance of records as provided herein.

D. Receiver's Powers. Once the documents maintained and possessed by Respondent together with the real and personal property owned by Respondent are surrendered and transferred to the custody and possession of Receiver in accordance with Paragraph C above, the Receiver shall send written notice of receipt thereof to this Court and shall continue the lawful operation and maintenance of the utility service to the customers of Respondent. In order to discharge its responsibilities under this Order and by statute, the Receiver shall have the following powers and authority:

(1) To provide and maintain water and wastewater utility service within the designated service area, in compliance with all applicable permits, regulations, local laws, and statutes;

(2) To make extensions, expansions, repairs, replacements, and improvements to the System as appropriate and necessary;

(3) To collect rates, fees and charges, and deposits for all utility service

provided by the System in accordance with all applicable state and local laws;

(4) To increase rates charged to customers served by the System or to impose special assessments in accordance with law upon real property owners benefitted by the System to pay for costs of operation, maintenance and upgrade of the System;

(5) To borrow money and to pledge or encumber the facilities, assets and revenues of the System for the repayment thereof;

(6) To enter into contracts or agreements with any other public agency or private entity providing for or relating to the operation and maintenance of the System or the connection of the customers to any other public or private water and wastewater utility;

(7) To accept any gifts, grants, or contributions in kind in connection with the management, operation, and maintenance of the System;

(8) To retain and pay the fees, costs, and salaries of accountants, architects, engineers, attorneys, employees, or other professional consultants as necessary or desirable in the management, operation, or maintenance of the System and to ensure compliance with all provisions of this Order for the rates, fees and charges authorized under this paragraph;

(9) To pay from the revenues collected from the customers of the System, all necessary and reasonable operating expenses (including the costs and expenses contemplated in this paragraph) in a manner designed to continue the efficient and effective operation of said System. Furthermore, Receiver may expend such reasonable amounts as prudent, necessary, and advisable, in the professional judgment of Receiver, in order to effectuate the efficient and effective operation of the System.

(10) To sue or be sued, to implead or to be impleaded, to complain and defend in any court, and to seek all legal or equitable relief in accordance with applicable state law;

(11) To apply for and obtain any applicable federal, state, and local governmental permits, certificates, licenses, or other approvals in order to operate and maintain the System;

(12) To perform generally any other lawful acts necessary or desirable to carry out the express powers and authority granted and imposed herein.

(13) To seek further instructions and/or guidance from this Court concerning the operation and maintenance of the System during any part of the time frame that the receivership exists.

E. Continuing Jurisdiction. This Court shall retain jurisdiction in this cause to enter such further orders or take any action as it deems appropriate. Nothing in this Order is intended to determine what entity or person may be ultimately and permanently responsible for the operation and maintenance of the System, except as provided in Paragraph B, above. As Receiver did not operate or own a water and wastewater utility or system prior to entry of this Order, it is contemplated that Receiver will be endeavoring to dispose of the System in compliance with statute and in furtherance of its police power. Further, Respondent contends that certain parcels of real property are not part of the System and are not necessary for its effective and efficient operation. Receiver contends that the statutory definition of System set forth in § 367.021(11) provides that real property used or useful in providing service would encompass all real property owned by Respondent. In the event that Receiver and Respondent are not able to reach an

agreement concerning the extent of real property owned by Respondent which should be ultimately disposed of as part of Receiver's obligation under § 367.165(2), Fla. Stat., then the Court retains jurisdiction to make a determination as to the extent of real property either necessary or useful for the efficient and effective operation of the System.

F. Immunity from Liability and Violations. As consideration for Receiver assuming the responsibility for the continued operation and maintenance of the System, the Receiver and its agents and employees are hereby declared to be held harmless and not legally responsible for any or all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, that have arisen or may arise out of (or be the result of) the past design, construction, operation, and maintenance of the System. This immunity shall include, but is not limited to: immunity from injury to persons, damage to property or property rights, or violation of any governmental law, rule, regulation or requirement that may arise from the design, construction, operation, or maintenance of the System occurring prior to the effective date of abandonment of March 28, 2014, or during the period of receivership, if such injury, damage or violation is the direct result of design, construction, operation or maintenance of the System occurring prior to the effective date of abandonment of March 28, 2014.

G. Respondent's Liability. Respondent shall remain liable under all applicable laws for any claims, violations, demands, penalties, suits, proceedings, actions or fees occurring on or prior to the effective date of abandonment of March 28, 2014. To the extent that any such claim, violation, demand, penalty, suit, proceeding, action, or fee is presented, Receiver, or its successors or assigns, shall make available to Respondent all documents surrendered pursuant to Paragraph C herein.

H. Receiver's Separation of Funds. Escambia County, as Receiver, is hereby directed by this Court to maintain separate accounts and records for the management of the Respondent's System. Additionally, this Court hereby directs that the revenues from the Respondent's System are not to be considered the revenues of the Receiver, nor are the revenues of the Receiver to be considered those of Respondent.

I. Receiver's Obligations for Operation. The Receiver in this cause is hereby directed to operate the System until disposed of as provided by this Order. The System shall be operated by the Receiver in such a manner so as to provide efficient and effective continuous service to the customers of the System during the term of this receivership and as can be provided from the revenues of the System.

J. Receiver's Accounting to the Court. Upon request and subject to the Florida Public Records Act, Receiver shall submit to the Court and to Respondent financial and operational reports for the System for the duration of its receivership.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this 21st day of March, 2014.

\S\ JAN SHACKELFORD

Jan Shackelford, Circuit Court Judge

Copies to: Charles V. Peppler, Deputy County Attorney
Ron Nelson, Attorney for Respondent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14111 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Extension to the Lake Stone Campground Management Agreement
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Extension to the Lake Stone Campground Facility Management Agreement - Michael Rhodes, Parks and Recreation Department Director

That the Board approve the Extension to the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility, extending the existing Contract for an additional year, effective June 1, 2018.

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204]

BACKGROUND:

The Lake Stone Campground is located at 801 West Highway 4 in Century, Florida. Since the inception of the Lake Stone Campground, the County has entered into an Agreement for on-site caretaker/management services at the facility. Dennis Keith Cole has served as the caretaker since June 2013.

BUDGETARY IMPACT:

The funding source for the Agreement and the Extension is General Fund 001, Lake Stone Cost Center 350204, in the amount of $11,400, paid via 12 equal monthly installments of $950, with housing and utilities provided. This amount is currently allocated in the Fiscal Year 2018 budget and will be budgeted in Fiscal Year 2019.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has previously approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such agreements concerning County property and facilities.

IMPLEMENTATION/COORDINATION:

The Parks & Recreation Department is responsible for coordination of all aspects of the Agreement and Extension for caretaker/management services at Lake Stone Campground.

Attachments

Lake Stone Agr & Renewal

4/30/18

To Whom It May Concern:

After consideration, I wish to renew my contract as manager of Lake Stone Campground for another term.

Thank you,

Dennis Cole

AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND DENNIS KEITH COLE FOR THE MANAGEMENT OF THE LAKE STONE CAMPGROUND FACILITY

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Dennis Keith Cole, as an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Board of County Commissioners, operates and maintains that certain recreational property known as Lake Stone Campground for the use and benefit of the general public; and

WHEREAS, supervision is required to properly and adequately render services to the public utilizing the facilities of said property; and

WHEREAS, the duties, obligations, operation, and responsibilities for same may be performed through the employment by the County of an independent contractor.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the County and 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 June 1, 2017, and shall be for a period of one (1) year ending on May 31, 2018, unless earlier terminated in accordance with paragraph 8. This Agreement may be extended for an additional term of one (1) year upon written agreement of the parties provided no less than thirty (30) days prior to the expiration date of the Agreement.

Unless otherwise agreed to by the parties, the Contractor shall vacate the premises immediately upon the expiration date of the Agreement. Contractor shall forfeit ownership of any items that remain on the premises.

3. Scope of Work. Contractor shall furnish labor, service, and maintenance to the area known and designated as Lake Stone Campground. This work shall consist of the hereinafter designated contractual duties:

A. The Contractor shall maintain the grounds of the Lake Stone Campground, carry out janitorial cleaning of the restrooms and bathhouse area at the campground, the janitorial cleaning of the restrooms at the boat ramp, the janitorial cleaning and setup of the group pavilion, and the keeping of the campground area, the bathhouse, and all restroom areas clean and free of litter.

B. The Contractor shall operate and maintain the concession sales on the premises. The Contractor shall sell soft drinks, snacks, fish bait, fishing tackle, and other campground related items. The Contractor shall not sell beer, wine or alcoholic beverages. All revenue derived from the sale of such concession items shall be

retained by the Contractor as part of his compensation package.

C. The Contractor shall collect user fees as established by the Board of County Commissioners and shall maintain records of the fees in accordance with the terms of this Agreement. All user fees shall be deposited as Escambia County revenues for the Lake Stone Campground account.

D. The Contractor shall adhere to and enforce all policy regulations established by the Board of County Commissioners.

E. The Contractor shall have an individual on the premises at all times during the regular business hours to render services to the public. The Contractor will be responsible for taking reservations, collecting fees, and assigning campsites.

F. The Contractor shall police the grounds for trash and debris, including the road along the north side of the lake. The Contractor also shall remove any fallen limbs and other debris from the campground area.

4. Compensation. In exchange for the provision of the scope of work pursuant to this agreement, County shall pay Contractor an annual management fee in the amount of $11,400.00 with payments made in twelve (12) equal monthly installments of $950.00. Contractor shall also receive 100% of all concession sales at Lake Stone Campground.

As non-monetary compensation valued in the amount of $1,200.00, County shall provide Contractor with a caretaker dwelling on the premises with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls.

5. County's Responsibilities. The County shall furnish the following items and services for the operation of Lake Stone Campground:

A. All utility services used in the operation of the campground facilities.

B. All materials for the cleaning and upkeep of the bathhouse, restrooms, pavilion, and campground.

C. Garbage dumpster service for the campground.

D. Materials, equipment, and labor for any improvements and repairs on the grounds and all facilities, including the Contractor's dwelling.

E. A caretaker dwelling for the Contractor with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls. The contractor is responsible for insuring any and all personal belongings on the premises.

F. All gasoline, oils, and grease for the operation of equipment used on or about the campground.

G. A "golf cart" as a means of transportation for use in upkeep of the grounds around the campground.

H. A power mower for maintenance of the campground.

6. Records. The Contractor shall keep in good order and to the County's standards, records of pertinent books, documents, receipts, expenditures, and other papers involving transactions relating to this Agreement or any extensions thereof so that the County's authorized representatives can regularly audit these records. The Contractor shall also keep procurement and supply records to include requisitions for materials, maintenance work orders, and equipment use and status reports.

The authorized representatives of the County shall have access to and the right to examine, audit, excerpt and transcribe pertinent books, documents, papers, and records of the Contractor involving transactions relating to this Agreement or any extensions thereof. Such materials must be submitted to the County upon the completion of each fiscal year in which records were created. The retention time shall be calculated from the end of the fiscal year in which final entry was made in the records retained.

7. Insurance. The Contractor shall provide the following insurance coverage:

A. Commercial general liability insurance with $1,000,000.00 limits per occurrence/$2,000,000.00 aggregate, including coverage parts of bodily injury, broad from property damage, personal injury, and contractual liability, independent contractors, and products and completed operations;

B. Personal Auto Insurance with $300,000.00 combined single limits, on all personal vehicles that will be operating on County premises; and

C. Renters Insurance, Form HO-4 with minimum limits of $50,000.00. The required limit is a minimum amount. Consideration should be taken to ensure the coverage limit purchased is adequate to sufficiently protect the Caretaker's personal property in the event of a covered loss. Renters Insurance does not protect from loss by FLOOD. Optional Flood insurance must be purchased separately to insure against loss caused by FLOOD.

The Board of County Commissioners and Escambia County shall be named as an "additional insured" on all liability policies. All coverages shall be secured through an insurance carrier admitted in the State of Florida with an "A" rating and a minimum financial size category of "VII", according to the most current A.M. Best Company Key Rating Guide.

Escambia County shall be provided with said certificates of insurance which reflect the Board of County Commissioners and Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates also shall reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance shall be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

8. Termination. This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the Contractor shall be paid compensation for services performed through the termination date. In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages.

If the Agreement is terminated by the Contractor or the County for convenience, the Contractor shall vacate the premises on or before the expiration of the thirty (30) day notice period. If the Agreement is terminated for cause by the County, the Contractor shall be required to vacate the premises immediately. Contractor shall forfeit ownership of any items that remain on the premises.

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

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. Subcontractors. The County approves the use of subcontractors by the Contractor. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractor or other associates in connection with services covered by this Agreement, the Contractor must secure the prior written approval of the County for employment of such subcontractors. Workers' compensation insurance will be required if the Contractor hires employees such that worker's compensation insurance is required by the State of Florida.

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

14. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Contractor
Attention: Dennis K. Cole
801 West Highway 4
Pensacola, Florida 32535

To: Escambia County Parks Department
Attention: Michael Rhodes
1651 East Nine Mile Road
Pensacola, Florida 32514

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

15. 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

16. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the 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. 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.

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

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

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

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

20. 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.

21. No Waiver. The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

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

[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: _____
Jack R. Brown, County Administrator

Date: 6/1/17

Witness: _____

Witness: _____

CONTRACTOR:
DENNIS KEITH COLE, a sole proprietor authorized to transact business in the State of Florida

By: _____

Date: 4-17-17

Witness: _____ 4/17/2017

Witness: _____ 4/17/2017

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/18/17

BCC Approved 05-25-2017

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board approve the Agreement between Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility and authorize the County Administrator to sign the Agreement (Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204, in the amount of $11,400, paid via 12 equal monthly installments of $950, with housing and utilities provided; this amount is currently allocated in the Fiscal Year 2017 Budget and will be budgeted in Fiscal Year 2018).

    Approved 4-0, with Commissioner Robinson absent

20. Recommendation: That the Board take the following action concerning the Transportation Regional Incentive Program (TRIP) Application for the Longleaf Drive Roadway Capacity Project (Funding: Local Option Sales Tax III, Cost Center 210107, Project 08EN0078):

    A. Authorize staff to submit an Application for TRIP funds to the Florida Department of Transportation to request Grant funding for the Right-of-Way Phase for the Longleaf Drive Roadway Capacity Project; and

    B. Authorize the Chairman to sign the Application and any other documents related to the request for TRIP funds, subject to Legal review and sign-off, without further action of the Board, if applicable.

    Approved 4-0, with Commissioner Robinson absent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14104 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following May 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 five Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Elizabeth B. Barton, owner of residential property located at 407 Labree Road, Redevelopment District, each in the amount of $2,195, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

2. The Agreements between Escambia County CRA and James R. and Gertrudes A. Pence, owners of residential property located at 1223 Poppy Avenue, Barrancas Redevelopment District, each in the amount of $2,600, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

3. The Agreements between Escambia County CRA and Clint A. and Emily P. Harris, owners of residential property located at 55 Druid Drive, Warrington Redevelopment District, each in the amount of $1,625, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

4. The Agreements between Escambia County CRA and Juanita Williams, owner of residential property located at 1125 Medford Drive, Palafox Redevelopment District, each in the amount of $2,530, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, to replace roof;

5. The Agreements between Escambia County CRA and Joel D. Harris, owner of residential property located at 224 Sunset Avenue, Warrington Redevelopment District, each in the amount of $5,994 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is attached.

On May 17, 2018 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Elizabeth B Barton, Warrington TIF, Cost Center 370114, in the amount of $2,195
2. James R. and Gertrudes A. Pence, Barrancas TIF, Cost Center 370116, in the amount of $2,600
3. Clint A. and Emily P. Harris, Warrington TIF, Cost Center 370114, in the amount of $1,625
4. Juanita Williams, Palafox TIF, Cost Center 370115, in the amount of $2,530
5. Joel D. Harris, Warrington TIF, Cost Center 370114, in the amount of $5,994

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement_Barton_May2018
Agreement_Pence_May2018
Agreement_Harris_May2018
Agreement_Williams_May2018
Agreement_Harris_May2018

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **17th** day of **May 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Elizabeth B. Barton,** (the "Recipient"), owner of residential property located at **407 Labree Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,195**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,195**, which shall be comprised of a cash contribution of **$2,195**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **17th** day of **May 2018**, and the Project shall be complete on or before the **17th** day of **August 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Elizabeth B. Barton
407 Labree Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Elizabeth B Barton
_____
Elizabeth B. Barton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of March, 2018 by Elizabeth B. Barton, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
_____
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/13/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Elizabeth B. Barton**
Property Address: **407 Labree Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Elizabeth B. Barton	**407 Labree Road** **Pensacola, FL 32507**	**50-2S-30-6090-693-032**

Total Amount of Lien **$2,195**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Elizabeth B. Barton

Elizabeth B. Barton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of March, 2018 by Elizabeth B. Barton, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement Roof

407 Labree Road – Elizabeth B. Barton

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **17th** day of **May 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **James R. and Gertrudes A. Pence,** (the "Recipient(s)"), owner of residential property located at **1223 Poppy Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,600**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,600,** which shall be comprised of a cash contribution of **$2,600**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **17th** day of **May 2018**, and the Project shall be complete on or before the **17th** day of **August 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
James R. and Gertrudes A. Pence
1223 Poppy Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

James R Pence
James R. Pence, Property Owner

Gertrudes A Pence
Gertrudes A. Pence, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2018 by James R. Pence, Property Owner. He (__) is personally known to me or (✓) has produced military ID as identification.

The foregoing instrument was acknowledged before me this 21st day of March, 2018 by Gertrudes A. Pence, Property Owner. She (__) is personally known to me or (✓) has produced FL DL EXP. 5/28/22 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Sherry Duffey
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/15/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **James R. and Gertrudes A. Pence**
Property Address: **1223 Poppy Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
James R. and Gertrudes A. Pence	**1223 Poppy Avenue Pensacola, FL 32507**	**50-2S-30-5000-120-014**

Total Amount of Lien **$2,600**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

James R Pence
James R. Pence, Property Owner

Gertrudes A Pence
Getrudes A. Pence, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2018 by James R. Pence, Property Owner. He (__) is personally known to me or (✓) has produced Military ID as identification.

The foregoing instrument was acknowledged before me this 21st day of March, 2018 by Gertrudes A. Pence, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 5/22/22 as identification.

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 3/15/18

Before (taken 3/13/2018)

Replacement Roof

1223 Poppy Avenue-James R. and Gertrudes A. Pence

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **17th** day of **May 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Clint A. and Emily P. Harris,** (the "Recipient(s)"), owner of residential property located at **55 Druid Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$1,625**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,625**, which shall be comprised of a cash contribution of **$1,625**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **17th** day of **May 2018**, and the Project shall be complete on or before the **17th** day of **August 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Clint A. and Emily P. Harris
55 Druid Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Clint A. Harris, Property Owner

_____
Emily P. Harris, Property Owner

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/15/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2018 by Clint A. Harris, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 21st day of March, 2018 by Emily P. Harris, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Clint A. and Emily P. Harris**
Property Address: **55 Druid Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Clint A. and Emily P. Harris	**55 Druid Drive** **Pensacola, FL 32507**	**50-2S-30-5060-010-006**

Total Amount of Lien **$1,625**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Clint A. Harris, Property Owner

Emily P. Harris, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2018 by Clint A. Harris, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 21st day of March, 2018 by Emily P. Harris, Property Owner. She (__) is personally known to me or (___) has produced FL Driver Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 3/15/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement Roof

55 Druid Drive – Clint A. and Emily P. Harris

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **17th** day of **May 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Juanita Williams,** (the "Recipient(s)"), owner of residential property located at **1125 Medford Drive,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,530**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,530,** which shall be comprised of a cash contribution of **$2,530**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **17th** day of **May 2018**, and the Project shall be complete on or before the **17th** day of **August 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Juanita Williams
1125 Medford Drive
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Juanita Williams
Juanita Williams, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of April, 2018 by Juanita Williams, Property Owner. She (__) is personally known to me or (✓) has produced FL DL EXP. 10-20-18 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/22/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Juanita Williams**
Property Address: **1125 Medford Drive, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Juanita Williams	**1125 Medford Drive** **Pensacola, FL 32505**	**46-1S-30-1100-008-005**

Total Amount of Lien **$2,530**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Juanita Williams

Juanita Williams, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2ND day of April, 2018 by Juanita Williams, Property Owner. She (__) is personally known to me or (✓) has produced FL DL EXP. 10-20-18 as identification.

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title:
Date: 3/22/18

Before (taken 3/21/2018)

Replacement Roof

1125 Medford Drive-Juanita Williams

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **17th** day of **May 2018,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Joel D. Harris,** (the "Recipient"), owner of residential property located at **224 Sunset Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$5,994**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,994**, which shall be comprised of a cash contribution of **$5,994**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **17th** day of **May 2018**, and the Project shall be complete on or before the **17th** day of **August 2018**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Joel D. Harris
224 Sunset Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Joel D. Harris, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of March, 2018 by Joel D. Harris, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

_____
Signature of Notary Public

Zhenyi Neri
Printed Name of Notary Public

(Notary Seal)

ZHENYI NERI
Notary Public - State of Florida
My Comm. Expires Sep 19, 2018
Commission # FF 128657

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/12/18

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Joel D. Harris**
Property Address: **224 Sunset Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Joel D. Harris	**224 Sunset Avenue** **Pensacola, FL 32507**	**50-2S-30-6090-273-013**

Total Amount of Lien **$5,994**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient: 3/23/18

Joel D. Harris, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of MARCH, 2018 by Joel D. Harris, Property Owner. He (__) is personally known to me or (✓) has produced FL DL as identification.

(Notary Seal)

CRYSTAL HUTCHINS
Notary Public, State of Florida
Commission# FF 910574
My comm. expires Aug. 18, 2019

C Hutchins
Signature of Notary Public

CRYSTAL HUTCHINS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: [illegible]
Date: 3/12/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Replacement Windows

224 Sunset Avenue – Joel D. Harris

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14113 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Change Order #1 to Purchase Order 170844 to Blue Arbor, Inc
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Blue Arbor, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1 to Blue Arbor, Inc., adding funds for Contractual Services, Community Center Workers:

Department:	Neighborhood & Human Services
Division:	Community Centers
Type:	Addition
Amount:	$4,233.23
Vendor:	Blue Arbor, Inc.
Project:	14CA2868
Contract:	PD 14-15.041
Purchase Order (PO) #:	170844
Change Order #:	1
Original Amount:	$48,000
New PO Total:	$52,233.23

BACKGROUND:

Upon review of the Purchase Order, it has been determined that an additional $4,233.23 is projected to cover the remaining costs to compensate temporary Community Center Workers associated with the after school program. This Purchase Order was created to compensate summer camp workers for the summer of 2017, but was re-budgeted and utilized to also compensate after school workers.

BUDGETARY IMPACT:

Funds are available in Fund 352, LOST III, Cost Center 370106. Community Centers

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PO 170844

Change Order #1

PURCHASE ORDER NO. 170844

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
023818 FAX: 252-638-5087
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

SHIP TO
COMMUNITY SERVICES/ADMINISTRATION
ATTN: TONYA GANT
223 PALAFOX PL
PENSACOLA, FL 32502
ATTN: TONYA GANT

ORDER DATE: 11/21/16	BUYER: LESTER BOYD	REQ. NO.: 17000925	REQ. DATE: 11/19/16
TERMS: NET 30 DAYS	F.O.B.: PRE PAID AND ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	SHORT TERM- TEMPORARY SUMMER CAMP COMMUNITY CENTER WORKERS/ RECREATION PER PD 14-15.041	48000.0000	48,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370106	53401	48,000.00	14CA2868

PAGE TOTAL	$	48,000.00
TOTAL	$	48,000.00

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C 3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 023818 Vendor Name: Blue Arbor Inc.
Project Number: 14CA2868 P.O. No. 170844 C.O. No. 1
Department: NHS P.D. No.: 14-15.041 Date: 4/30/2018

Notes for Modifying the Scope of Award:

Adding amount to continue paying Blue Arbor temporary community center workers for the community centers (Ebonwood, Brownville) after school programs. This P.O. rolled for FY 17/18 with a balance 9,470.

To Modify existing Purchase Order:

Adding Dollars to Line Item No. 1 Quantity Adjustment _____ Amount: +4233.23
Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Adding Dollars to Line Item No. _____ Quantity Adjustment _____ Amount: _____
Deleting Dollars from Line Item No. _____ Adjustment _____ Amount: _____

Modify Notes:
Date of BCC action: **ATTACH RESUME** _____

Previous Purchase Order Total Dollars: 48,000.00
Net Dollars added or subtract: +4,233.23
New Purchase Order Total Dollars: 52,233.23

Previous Contract Total Dollars: _____
Net Dollars added or subtract: _____
New Contract Total Dollars: _____

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
370106	53401		+4233.23	52,233.23

☐ 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: _____

Contract Administrator' s Certification & Approval _____ **Date** _____

Office of Purchasing Review: Agent _____ **Date** _____ **Division Manager** _____ **Date** _____

County Administrator's Approval _____ **Date** _____

F0020 (Revised 1-29-08)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14133 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Purchase of Demo Tools with Trade-In, for Escambia County Fire Rescue Division
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Demo Tools, with Trade-In, for the Escambia County Fire Rescue Division - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of the demo tools for the Public Safety Department, Fire Rescue Division:

A. Authorize the County to purchase the demo tools to include two ATT 6.5 Nexus, two S-100-28 Spreaders, two SLC-29- Cutters, two TLS-40 Telescoping Rams, four EXTH-30 hoses Red/Blue, one dual battery cutter, one dual battery spreader, eight AH M28 Batteries, and three bank battery chargers;

B. Authorize the issuance of a Purchase Order to Rescue Resource, Inc., (Vendor #410469), in the amount of $45,676; and

C. Approve the four Request for Disposition of Property Forms, allowing the Public Safety Department to trade in two sets of Amkus Rescue Tools, one Hose Reel and one set of TNT Rescue Tools toward the purchase of the demo tools.

[Funding Source: Fund 352, LOST III Funds, Cost Center 330228, Fire Services Capital Projects]

BACKGROUND:

Escambia County Fire Rescue has historically taken advantage of purchasing demo extrication tools in order to save thousands without sacrificing quality or technology. These tools are the latest in technological advancement and TNT honors the lifetime warranty. We have received excellent service with repairs and TNT provides a loaner piece of equipment when a piece has to be sent to the factory for repair. By providing a trade-in credit on older tools this provides the County with further savings and the ability to decommission older outdated equipment. It has also provided the County with a means of trading in different brands of older equipment to standardize the extrication equipment County wide.

BUDGETARY IMPACT:

Funding is available in Fund 352, LOST III Funds, Cost Center 330228, Fire Services Capital Projects, Project Code 08FS0018.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board Approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Public Safety Department will submit a purchase requisition to the Office of Purchasing for issuance of a Purchase Order. In addition, the Department will coordinate with the manufacturer with regard to the trade-in equipment.

Attachments

Property Action Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330206

Norman W. Robinson II DATE: 04/19/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: (850)475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	56669	TNT hydraulic spreaders	281238	TNT	2008	GOOD
N	56670	TNT hydraulic cutters	271276	TNT	2008	GOOD
N	56671	TNT hydraulic ram 60"	TR1735	R60	2007	GOOD
N	52889	TNT hydraulic telescoping ram 50"	no numbers found	TNT	2004	GOOD
N	52886	TNT hydraulic ram 20"	no numbers found	R20	2004	GOOD
N	58676	TNT Honda power unit	no numbers found	ATT6.5	2008	GOOD

Disposal Comments: Disposition continued: Three 50" hydraulic hoses. No assigned property or serial numbers Tools being credited towards purchase of new TNT tool set. The TNT tools listed above are assigned to the Brent Fire Station(3).

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: 4/20/2018

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

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

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

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330206

Norman W. Robinson II DATE: 04/19/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: (850)475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	N/A	Amkus 60" hydraulic ram	No numbers found	AMK-60	2007	GOOD
N	54780	Amkus power unit	No numbers found	HONDA	2007	GOOD
N	140106	Amkus power unit	384539	HONDA	2007	GOOD
N	N/A	Amkus "30 hydraulic ram	07043550	AMK-30	2007	GOOD
N	N/A	Amkus "40 hydraulic ram	97062503	AMK-40	2007	GOOD
N	N/A	Amkus "60 hydraulic ram	R60205	AMK-60	2007	GOOD

Disposal Comments: Amkus extrication tool set used as credit towards the purchase TNT extrication tool set. The amkus tools are assigned to Century Fire Station 5 and substation 23 and have become outdated technology.

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: 4/20/2018

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

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

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330206

Norman W. Robinson II DATE: 04/19/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: (850)475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	N/A	Amkus 30" spreaders	07045023	AMK	2007	GOOD
N	54779	Amkus cutters	no numbers found	AMK	2007	GOOD
N	N/A	Amkus combination tool	9211001071C	AMK	2007	GOOD

Disposal Comments: Amkus extrication tool set used as credit towards the purchase of TNT extrication tool set. The amkus tools are assigned to Century Fire Station 5 and substation 23 and have become outdated technology.

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: 4/20/2018

FROM: Escambia County Department Director (Signature):

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

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

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330206

Norman W. Robinson II DATE: 04/19/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Norman W Robinson II Phone No: (850)475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	N/A	amkus power unit	97050211	Honda	2007	GOOD
N	N/A	amkus hydraulic cutter	07041369	AMK-25ED	2007	GOOD
N	N/A	amkus combination tool	02080811	AMK-C15	2007	GOOD
N	N/A	amkus hydraulic spreader	97063486	AMK-30CX	2007	GOOD
N	N/A	amkus 40" hyraulic ram	95061960	AMK-40	2007	GOOD
N	N/A	amkus 30" hydraulic ram	R3011527	AMK-30	2007	GOOD

Disposal Comments: Amkus extrication tool set used as credit towards the purchase of TNT extrication tool set. The amkus tools are assigned to Century Fire Station 5 and substation 23 and have become outdated technology.

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: 04/19/2018

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

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-14109 **County Administrator's Report 14. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Interim Medical Director Agreement for Employment
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for Employment as Interim Public Safety Medical Director between Dr. Mark G. Stavros, M.D., and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, between Dr. Mark G. Stavros, M.D., and Escambia County, Florida:

A. Rescind the Board's prior action on March 15, 2018, approving and authorizing the County Administrator to sign the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, to allow Dr. Stavros, M.D., to perform the duties of the Medical Director for a term of three months, with an optional month-to-month extension for up to three additional months;

B. Approve the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, with a start date of February 16, 2018, and continue for a term of three months, with an optional month-to-month extension for up to three additional months; and

C. Authorize the County Administrator to sign the Agreement.

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

BACKGROUND:

Pursuant to §401.265, Florida Statutes, BLS/ALS transport services (i.e. EMS) are required to employ a licensed physician as a medical director. An independent physician, Dr. Stavros, has agreed to serve as the Medical Director for Public Safety on a temporary basis (3-6 months) until the position can be permanently filled. Dr. Stavros has filled in as Medical Director and has familiarity with our EMS system. The contract position will allow Public Safety/EMS to have stability during a period of transition of medical director. The contract and dollar amount include required insurance requirements.

By Board action on March 15, 2018, the Board previously approved the Interim Medical Director Agreement for Employment with a commencement date of March 15, 2018. However, Dr. Stavros, started working with Escambia County EMS on February 16, 2018.

BUDGETARY IMPACT:

The cost of this agreement is available in Fund 408 (EMS Fund).

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, has reviewed the agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The EMS Chief, Steve White, will oversee the implementation of this agreement.

Attachments

Interim Medical Director Agreement

March 15, 2018, BCC Meeting Minutes Page

AGREEMENT FOR EMPLOYMENT AS INTERIM PUBLIC SAFETY MEDICAL DIRECTOR FOR ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Mark G. Stavros, M.D. (hereinafter referred to as "Contractor" or "Medical Director"), whose business address is 8383 North Davis Highway, Pensacola, FL 32514.

WITNESSETH:

WHEREAS, Escambia County, by and through its Department of Public Safety, Division of Emergency Medical Services, is a provider of critical care, advanced life support service (ALS), basic life support service (BLS), and bariatric transports; and

WHEREAS, pursuant to §401.265, Florida Statues, each BLS transportation service or ALS service must employ or contract with a licensed physician to serve as medical director; and

WHEREAS, the Contractor is a licensed physician qualified to serve as the Public Safety Medical Director for Escambia County; and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth the terms whereby the Contractor will serve as the interim Public Safety Medical Director for Escambia County.

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 on February 16, 2018, and continue for a term of three (3) months. Thereafter, upon mutual agreement of the parties, this agreement may be renewed on a month-to-month basis for up to three (3) additional months. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of six (6) months.

3. Scope of Services. The Medical Director agrees to perform the duties of the Medical Director of the Escambia County Department of Public Safety, in accordance with the provisions of §401.265, Florida Statues, and as provided in the Scope of Services attached hereto as **Exhibit A.** Unless otherwise specified, all services shall be performed in accordance with the standard of care in the profession of medicine at the time such services are rendered or in accordance with the Florida statutory standards, as applicable.

4. Compensation. In exchange for provision of the scope of services referenced above, County shall pay the Medical Director a flat fee of $7,000.00 per month, inclusive of all expenses or other costs incurred for the performance of the Agreement.

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and

owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

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 (the "Act").

6. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (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.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any 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, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. 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 (USPS) 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: Mark G. Stavros, M.D.
8383 North Davis Highway
Pensacola, FL 32514

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 USPS 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.

9. 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.

10. 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

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. 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.

13. 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.

14. 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.

ESCAMBIA COUNTY, FLORIDA:

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

MEDICAL DIRECTOR:

_____
Witness

By: _____
Mark G. Stavros, M.D.

Date: _____

_____
Witness

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/3/18

EXHIBIT A
SCOPE OF SERVICES

The Medical Director shall perform all duties of the Medical Director of the Escambia County Department of Public Safety, in accordance with the provisions of §401.265, Florida Statues, including all current rules and regulations of any governmental agency implementing said provisions and any other applicable departmental duties of the Department of Public Safety. The Medical Director shall also perform any future duties that may be established for the position of Medical Director upon receipt of written notice from the State of Florida, Department of Health, Bureau of Emergency Medical Services. The Medical Director shall also be responsible for complying with the Escambia County Board of County Commissioners' ordinances, rules, policies and procedures governing the operation of the Department of Public Safety.

The Medical Director shall supervise the clinical performance of the emergency medical technicians (EMT) and paramedics employed by the Department of Public Safety. The Medical Director shall also oversee the performance of the certified emergency medical dispatchers (EMD) and call center personnel of the Department of Public Safety's Communications Center.

The Medical Director shall be responsible for the clinical performance of the City of Pensacola Fire Department (PFD) basic life support (BLS) medical first response personnel through the promulgation of operating protocols and establishment of quality assurance program. The Medical Director shall also be responsible for the medical oversight of the PFD's semi-automatic external defibrillation (SAED) program.

The Medical Director shall be responsible for the clinical performance of the Escambia County Volunteer Firefighters (ECVF), Escambia County Career Fire Firefighters, and medical first response personnel through the promulgation of operating protocols and the establishment of a quality assurance program. The Medical Director shall also be responsible for medical oversight of the SAED programs.

The Medical Director shall approve, revise, and develop policies, procedures, and protocols for every portion of the County's Public Safety system as related to patient care. The Medical Director shall conduct a comprehensive review of all protocols for the system on an as-needed basis, including those related to pre-arrival instructions, priority dispatch, disaster and triage treatment, transport mode, destination, and hospital bypass activities and on-scene medical authority. When conducting the review, the Medical Director shall take into consideration the results of medical audits, review of current medical literature, and input from Public Safety personnel and other interested persons.

The Medical Director shall develop and update an inspection checklist and documentation forms to be used by the County's Public Safety system to be utilized when inspecting all on-board medical equipment of the Department of Public Safety, Division of Emergency Medical Services and first response agency vehicles under his direction. The Medical Director shall also perform a comprehensive review of all such medical equipment on an as-needed basis.

The Medical Director shall make himself available on a 24-hour basis either personally or through established protocol or standing orders to advise County EMTs and paramedics. The Medical Director shall keep the County advised as to his current contact information where he may be contacted on a 24-hour basis for consultation and direction.

The Medical Director shall establish procedures for routine auditing of the Department of Public Safety's performance, including, but not limited to, prompt reviews, direct observations and comparison of performance standards for drugs, equipment, system protocols, and procedures. The Medical Director may also conduct such special audits as may be deemed necessary or upon the request of the Public Safety Director or EMS Manager.

The Medical Director shall document evidence of a functional quality assurance program for the County's Public Safety Department. The Medical Director shall also establish and oversee the Quality Assurance Committee pursuant to §401.265, Florida Statues.

The Medical Director shall participate and ride with ambulance and fire crews as necessary to comply with applicable state and system requirements. "Ride-alongs" shall be properly documented and reported to the EMS Manager on a routine basis.

The Medical Director shall develop such other medical standards as may be necessary to ensure reliable quality emergency patient care. The Medical Director shall continuously monitor and update the Department's policies and protocols and shall conduct a complete medical protocol review and revision on an as-needed basis. In addition, the Medical Director shall develop medical protocols for enhancements of the Department's procedures and shall actively participate in the planning, development, and implementation of new programs to enhance and expand current Public Safety services.

The Medical Director shall ensure and certify that all controlled substances, medications, and fluids are properly secured in compliance with Chapter 499 and 893, Florida Statutes, and Chapter 64E-2, Florida Administrative Code. The Medical Director shall also create, authorize, and ensure adherence to the Department's procedures regarding the handling of controlled substances, medications, and fluids.

The Medical Director shall advise the Department of Health, Bureau of Emergency Medical Services whenever there is any substitution of required equipment or medication by Department personnel. The Medical Director shall prepare any necessary revisions to the transport protocols as required for submission to the Department of Health, Bureau of Emergency Medical Services.

The Medical Director shall ensure proper certification of all Department of Public Safety EMTs and paramedics through the coordination of in-service training and other professional education programs. The Medical Director shall also be responsible for ensuring the quality of the continuing medical education programs and training provided to the County's Department of Public Safety, including:

- Evaluating the educational effectiveness of the instruction, courses, and training programs in consultation with the Quality Assurance Coordinator;
- Remaining actively involved in the planning, development, and presentation of continuing medical education (CME) programs;
- Working with CME program providers to establish procedures to evaluate the clinical impact and effectiveness of the training programs;
- Serving as course director for core or remedial CME programs;
- Evaluating the performance of the Department's EMTs and paramedics during skills evaluation training sessions;
- Recommending qualified individuals to function as field training officers to assist with training program(s); and
- Contacting the Public Safety Director and the Quality Assurance Coordinator with concerns about the quality of the training program(s).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

15. Continued...

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

The Contract will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The Contract will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

16. Taking the following action concerning the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, between Dr. Mark G. Stavros, M.D., and Escambia County, Florida (Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302):

A. Approving the Agreement for Employment as Interim Public Safety Medical Director for Escambia County, Florida, to allow Dr. Stavros, M.D., to perform the duties of the Medical Director for a term of three months, with an optional month-to-month extension for up to three additional months; and

B. Authorizing the County Administrator to sign the Agreement.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13997 **County Administrator's Report 14. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Approval to Issue Fiscal Year 2017/2018 Purchase Order in Excess of $50,000 to Physio Control, Inc
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2017/2018 Purchase Order, in Excess of $50,000, to Physio Control, Inc. - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of and authorize the County Administrator to sign a Blanket Purchase Order, in excess of $50,000, for the annual maintenance of all AED's purchased on behalf of the Public Safety Department's Emergency Medical Service Division, per the following:

Vendor/Contractor	Amount	Contract Number
Physio-Control, Inc. Vendor Number: 164035 Repair & Maintenance Fund: 408 (EMS Fund) Cost Center: 330302 Amount: $55,566	$55,566	Blanket Purchase Order

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

BACKGROUND:

Per the guidance from Purchasing Manager, Paul Nobles, single source request are not needed for blanket purchase orders.

Issuance of this purchase order is necessary to insure continuity of mission critical services by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Physio Control provides the annual maintenance contract for all AED's purchased by EMS. The maintenance provides EMS with annual inspections and repairs to insure compliance with industry requirements.

BUDGETARY IMPACT:

Funds are available in Fund 408, EMS Fund, Cost Center 330302, Emergency Medical Service.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Purchase Order will be transmitted to the Office of Purchasing for processing.

Attachments

Service Plan Quote

Physio Control, Inc.
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A
www.physio-control.com
tel (800) 442.1142
fax (800) 772.3340

Quote Number	00118799
Create Date	3/20/2018 6:36 AM
Quote Expiration Date	06/20/2018
Quote Consultant	Phil Howard
	(888) 627-9698 ext 78235
	phil.howard@stryker.com
	EAVV52

Service Plan Quote

Account: 03969101	Service Plan Detail	
ESCAMBIA CTY EMS Attn: Tamika Williams 6575 NORTH W ST PENSACOLA,FL 32505 (850) 471-6425 tlwilliams@myescambia.com	Type	Renewal
	Service Plan Start Date	07/03/2018
	Service Plan End Date	07/02/2019
	Reference Plan	PB18P069
	Billing Frequency	One-Time
	Terms	All quotes subject to credit approval and the following terms and conditions
	Net Terms	NET 30
	Promotion	
	Coverage Details-Brochure	www.physio-control.com/ServicePlans/

Notes

Service plan customers receive 15% discount on Accessories and Disposables.
35-ea. LP15 - s/n: 40361084, 42415862, 42416250, 42418342, 42449083, 42505930, 42536179, 42536340, 42536451, 42536483, 42538404, 42538636, 42538774, 42539085, 42539189, 42539275, 42539337, 42539399, 42540065, 42540098, 42540241, 42540302, 42540361, 42541816, 42541836, 42541846, 42541901, 42542242, 42542728, 42543365, 42543950, 42544325, 42545252,
42545261, 42546139

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-OSCOMP-1-POS	07/03/2018	07/02/2019	35	1,764.00	10.00	1,587.60	1,587.60	55,566.00

* Denotes Proration
Product Descriptions provided below signature line.

Subtotal	USD 55,566.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 55,566.00

Pricing Summary Totals

List Price Total	USD 61,740.00
Total Discount	USD -6,174.00
Estimated Tax + S&H	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 55,566.00

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR –

Required information if no Purchase Order is provided

Billing Address ☐ same as address on quote

Account Name

Address

City

State Zip Code

Shipping Address ☐ same as Billing Address

Account Name

Address

City

State Zip Code

Accounts Payable Contact Information

Accounts Payable Contact

Accounts Payable Email

Accounts Payable Phone Number

Customer is Tax Exempt? ☐ **Yes** ☐ **No**

Authorized Customer Signature

Name

Title

Signature

Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity
To update any customer information, please complete form at www.physio-control.com/account/

Reference Number PH/03969101/161400/00118799

Product	Product Description
LP15-OSCOMP-1-POS	LIFEPAK 15 Service - 1 YEAR. On-site Comprehensive Coverage for LIFEPAK® 15 Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service

Service Plan Summary
List of covered equipment by location will be provided upon Customer's signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES**.

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at http://www.physio-control.com/ServicePrograms.aspx for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14082 **County Administrator's Report 14. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Exercising The Second of Two Possible One-Year Extensions Related to PD13-14.048
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the Second of Two Possible One-Year Extensions Provided for in the Agreement for Escambia County Correctional Department Uniforms, PD 13-14.048 - Selina Barnes, Interim Corrections Department Director

That the Board approve the utilization of the second of two possible one-year extensions provided for under Section 2 of PD 13-14.048, the Agreement for Escambia County Correctional Department Uniforms.

[Funding: Fund 001, General Fund; Cost Center 290401 and Fund 175, Transportation Trust Fund; Cost Center 290202]

BACKGROUND:

The Invitation to Bid for Correctional Department Uniforms, PD13-14.048, was advertised in the Pensacola News Journal on April 14, 2014. On June 26, 2014, the County entered into an agreement for Correctional Department Uniforms with Azar's Uniforms, Inc. as a result of this solicitation. On January 19, 2017, the Board approved the assignment of PD13-14.048 to Galls, LLC due to Galls, LLC's aquisition of Azar's Uniforms, Inc. As a result of the approved assignment of agreement, Galls, LLC was assigned all rights, duties and obligations outlined pursuent to PD13-14.048. Section 2 of the referenced 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 the second of two additional one-year terms for the period of June 26, 2018 to June 25, 2019. It is the intent of the Department to coordinate with purchasing to have the contract re-bid during the

course of the final one-year extension.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 290401 and Fund 175, Transportation Trust Fund; Cost Center 290202.

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 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 goods as outlined in the agreement.

Attachments

Galls, LLC, PD13-14.048

Escambia County
Clerk's Original

6/26/2014 CAE #30

AGREEMENT FOR ESCAMBIA COUNTY CORRECTIONAL DEPARTMENT UNIFORMS PD 13-14.048

THIS AGREEMENT is made this 26th day of June, 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 Azar's Uniforms, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 63-1064592 and whose principal address is 3710 NW Passage, Tallahassee, Florida 32303.

WITNESSETH:

WHEREAS, on April 14, 2014, the County issued an Invitation to Bidders (PD 13-14.048) seeking vendors to provide uniform supplies for the Escambia County Department of Corrections on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such uniform supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing 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 effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

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. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Escambia County Correctional Department Uniforms, Specification No. P.D. 13-14.048, 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.

Date: 7/18/2014 Verified By: S. Carver

4. Pricing. County shall pay Contractor for such uniform supplies in accordance with the Contractor's Bid Form, dated April 24, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for supplies 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 those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

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. In the event of termination by either party as provided herein, the County shall be paid for materials purchased 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: Azar's Uniforms, Inc.	To: Escambia County
Attention: Wayne Cook	Attention: County Administrator
3710 NW Passage	221 Palafox Place, Suite 420
Tallahassee, Florida 32303	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 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, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: 7/17/2014

BCC Approved: 06-26-2014

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/23/14

CONTRACTOR: AZAR'S UNIFORMS, INC.

ATTEST:

By: _____
By: C. Mark Azar, President

By: _____
Corporate Secretary

Date: 7-9-14

(SEAL)

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

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)595-4980 Fax No: (850) 595-4805

Invitation to Bid

PURCHASE OF COUNTY CORRECTIONAL DEPARTMENT UNIFORMS CONTRACT
SOLICITATION NUMBER: 13-14.048

SOLICITATION

MAILING DATE: **April 14, 2014**
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, April 29, 2014 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 63-1064592

TERMS OF PAYMENT: NET 30

DELIVERY DATE WILL BE 7-14 **DAYS AFTER RECIEPT OF PURCHASE ORDER.**

VENDOR NAME: AZAR'S UNIFORMS
ADDRESS: 3710 NW PASSAGE
CITY, ST. & ZIP: TALLAHASSEE, FL 32303
PHONE NO.: (850) 402-1133
TOLL FREE NO.: (____)
FAX NO.: (850) 514-8005

REASON FOR NO OFFER:

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

WAYNE Cook
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** Wayne Cook
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

AWARD

Upon certification of award the 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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print) C. MARK AZAR - PRESIDENT

Name of Contractor AZAR'S UNIFORMS

By _____ 4-24-14
Signature of Person Authorized to Sign — Date

ATTEST: _____ 4-24-14
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST: _____ 4-24-14
Witness — Date

ATTEST: _____ 4-24-14
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
County Administrator — Date

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

BID FORM
Specification Number PD 13-14.048
PURCHASE OF COUNTY CORRECTIONAL DEPARTMENT UNIFORMS CONTRACT

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: **April 24, 2014**

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "**Purchase of County Correction Correctional Department Uniforms Contract** 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:

NO.	ITEM DESCRIPTION	UNIT	TOTAL NUMBER ESTIMATED PER YEAR	ITEM (S) PRICE
1	1 ¾ Black Man Leather Belt, w/Silver Buckle	Each	60	$15.95
2	Ladies Spruce Green Pant, w/Black Stripe down the outside of Leg 100% Polyester made by Flying Cross	Each	400	$29.00
3	Men's Shirt 100% Polyester	Each	400	SS-$26.50 LS-$29.00
4	TacLite Shirt w/Personalization, (2 Lines), 65% Polyester & 35% Cotton Button-up Shirt	Each	500	with Star, name, & rank SS & LS -$45.50 embroidered on shirt
5	Tie Bar, (Tie Clip), Color: Silver or Gold	Each	120	$6.25
6	Ladies Flat Front Pant, 65% Polyester, 35% Cotton made by Dickies	Each	300	$18.00
7	Men's Relaxed Fit Pants, 65% Polyester, 35% Cotton made by Dickies	Each	300	$19.00
8	Men's Spruce Green Pant, w/Black Stripe down the outside of Leg, 100% Polyester made by Flying Cross	Each	400	$29.00
9	Tactical TDU Pant 65% Polyester, 35% Cotton Pants	Each	800	$36.50
10	Ladies Blouses 100% Polyester, made by Flying Cross	Each	450	SS-$26.50 LS-$29.00
11	Performance Polo w/Personalization (2 Lines) 100% Polyester	Each	450	with star, name, & rank SS-$39.50 LS-$41.00 embroidered on shirt
12	Mace Holder Black Nylon O/C Spray Holder for the Belt to hold 2 oz Foam Spray	Each	120	$9.75
13	CPR Double Pouch w/Items Black Nylon,(Black Nylon Holder for all the CPR Items), also goes on Belt	Each	120	$6.75
14	Name Plate one size comes in Silver or Gold	Each	120	$8.50
15	18" Poly Clip On Tie, 100% Polyester	Each	120	$4.00
16	22" Poly Clip On Tie, 100% Polyester	Each	120	$4.00
17	Performance Polo w/Personalization (2 Lines)	Each	450	SS-$39.50 LS-$41.00 with star, name, & rank embroidered on shirt
18	Ultra Jacket, Water Repellent w/Stain Release properties, Black, zip out with Thinsulate Insulation Liner	Each	20	$105.00
19	Women's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain Leather, and 1000 Denier Nylon with Slip Resistant Rubber Outsole	Each	25	$89.00

20	Men's 8" Zipper Boots Steel Toe, Rocky Alphaforce full grain Leather, and 1000 Denier Nylon, with Slip Resistant Rubber Outsole	Each	60	$89.00
21	10" Wellington Boots, Pull on Leather	Each	10	$89.00
22	ATAC 6" Shield Boot, full grain Leather and nylon, cell Foam cushioning, non-metallic shank, puncture resistant midsole, stay tied sausage laces, antibacterial and moisture wicking lining, side zip, ASTM F2413-05 M C/75 EH PR Certified Safety Toe.	Each	30	$98.00
23	Woman's Oxford, full grain Leather, oil resistant rubber all purpose outsole ANSI Approved steel toe	Each	20	$59.00
24	Slip on Shoe, full grain water resistant Leather, non-metallic, Padded mesh collar and tongue, polyurethane insert, molded rubber outsole, slip resistant	Each	20	$59.00
25	*Windbreaker, peached microfiber with spandex rib* neckline, cuff and waistband, pen pockets on left sleeve, hand pockets on each side sizes XS-3XL	Each	20	$38.00
		TOTAL COST		$990.20

Service:

Return service must be in a reasonable amount of time. If items are received by the purchaser and are altered incorrectly or damaged, Escambia County Correctional Department requires the items to be corrected, or replaced as needed and returned in 5 to 7 business days. Some items may be time sensitive due to special details or funeral services. A local vendor would also reduce the postage or fuel costs to get *the items returned.*

****We will send a UPS return label at our expense for any items that need to be returned because they were altered incorrectly or damaged.

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number 47-8014977680-7

Occupational License No._____

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 X No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes X No_____.

County Permits/Fees required for this project:

Permit	Cost
None Known	

Bidder: Azar's Uniforms

By: Wayne Cook

Signature:_____

Title: General Manager

Address: 3710 NW Passage
Tallahassee, FL 32303

Person to contact concerning this bid:
Wayne Cook

Phone/Toll Free/Fax # 850-402-1133 Office
850-514-8005 Fax

E-Mail Address: wcook@azarsuniforms.com

Home Page Address: www.azarsuniforms.com

Person to contact for emergency service:
Wayne Cook

Phone/Cell/Pager #: 850-443-4924

Person to contact for disaster service:
Wayne Cook

Home Address: 106 Parkside Cir
Crawfordville, FL 32303

Home Phone/Cell/Pager #: 850-443-4924

Names and addresses of proposed subcontractors to be utilized for work on this project:

1. None
2.
3.
4.

Purchasing Agreements with Other Governmental Agencies

Accept provisions of purchase agreement with other governmental agencies [X] Yes [ ] No

Signature: Wayne Cook

ASSIGNMENT OF AGREEMENT FOR ESCAMBIA COUNTY CORRECTIONAL DEPARTMENT UNIFORMS (PD 13-14.048)

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is entered into by and among **Escambia County, Florida**, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County"), and **Azar's Uniforms, Inc.**, a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number: 63-1064592, whose principal address is 5767 Carmichael Road, Montgomery, AL 36117 (hereinafter referred to as "Assignor"), and **Galls, LLC**, a foreign for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN Number: 20-3545989, whose principal address is 1340 Russell Cave Road, Lexington, KY 40505 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, on or about July 17, 2014, the County and Assignor entered into an Agreement for Escambia County Correctional Department Uniforms, Specification Number P.D. 13-14.048 (hereinafter referred to as the "Agreement"); and

WHEREAS, effective August 30, 2016, 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 of its 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.

By: _____
D.B. Underhill, Chairman

BCC Approved: 01-19-2017

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(Seal)

Date Executed
2/2/2017

ASSIGNOR: Azar's Uniforms, Inc.

_____
Corporate Secretary

(SEAL)

By: _____
Mark Azar, President

Date: 12-1-16

ASSIGNEE: Galls, LLC

_____
Witness

_____
Witness

By: _____
R. Michael Andrews, Jr., CFO

Date: 12-12-16

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/23/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14081 **County Administrator's Report 14. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Exercising the Second of Three Possible One-Year Extensions Related to PD13-14.044
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the Second of Three Possible One-Year Extensions Provided for in the Agreement for Commissary Services for the Escambia County Road Prison, PD 13-14.044 - Selina Barnes, Interim Corrections Department Director.

That the Board approve the utilization of the second of three possible one-year extensions provided for under Section 2 of PD 13-14.044, Agreement for Commissary Services for the Escambia County Road Prison.

[Funding: This is a revenue generating agreement benefiting the Road Prison's Commissary Trust revenue account; Fund 175, Account 342301]

BACKGROUND:

On April 14, 2014, the County issued an Invitation to Bidders (PD13-14.044) seeking vendors to provide commissary services to the Escambia County Road Prison. On June 26, 2014, the County entered into an agreement with Kimble's Food by Design, Inc. 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 with three possible one-year extensions if mutually agreed upon by both parties. It is the request of the Corrections Department that we utilize the second of the three possible one-year extensions for the period of June 26, 2018 to June 25, 2019.

BUDGETARY IMPACT:

This is a revenue generating agreement benefiting the Road Prison's Commissary Trust revenue account; Fund 175, Account 342301.

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 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

Kimble's Food by Design, Inc., PD13-14.044

AGREEMENT FOR COMMISSARY SERVICES (PD13-14.044)

THIS AGREEMENT is made and entered into this 26th day of June 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Kimble's Food by Design, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor") with administrative offices located 607 Hines Street, LaGrange, Georgia 30241, (each at times being referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid (PD 13-14.044) relating to inmate commissary services for the Escambia County Road Prison located at 601 Highway 297A in Escambia County, Florida; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to engage Contractor to provide commissary services for the Escambia County Road Prison, and Contractor desires to accept such engagement; and

WHEREAS, the County and Contractor have agreed to execute this agreement for the purpose of setting forth those terms and conditions of the Parties.

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" as defined herein and shall continue for a period of three (3) years (the "Initial Term") unless otherwise extended or terminated as provided herein. Upon mutual agreement of the parties, the Agreement may be renewed for three additional one (1) year terms.

3. Interim Extension. 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 six (6) years and six (6) months.

4. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Commissary Services, Specification No. P.D. 13-14.044, 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.

5. Rebates. Contractor agrees to pay County a 38% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 ounce beverage vouchers. Contractor further agrees to pay to County a 28% rebate for the net sale of tobacco products and 20 ounce beverage vouchers. For the purpose of this Agreement "net sale" shall be defined as gross sales less applicable sales tax and postage stamps.

6. 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.

Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

7. Termination. This Agreement may be terminated by the Contractor for cause upon providing ninety (90) days written notice to County. This Agreement may be terminated by the County for cause or convenience upon giving thirty (30) days written notice of such termination to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall

not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Independent Contractor Status. Contractor hereby represents and agrees that it is engaged as an independent contractor and not as the agent, employee or servant of County; that it has and hereby retains the right to exercise and control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in the work, that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, workers compensation, compliance with OSHA and all employment related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of an agreement. Contractor shall retain the exclusive right to hire, fire and set the terms and conditions of employment for its employees including wages, hours, fringe benefits, duties, grievance procedures and labor relation matters. County shall not be considered a joint employer, joint venture or partner with contractor.

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. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. 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.

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: Kimble's Food By Design, Inc.
Attention: Rebecca Walker
607 Hines Street
LaGrange, Georgia 30241

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. Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior consent of the other Party.

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, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

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

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

By: _____
Lumon J. May, Chairman

Date: 6/30/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO. FL SEAL

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/21/14

BCC Approved 06-26-2014

CONTRACTOR:
KIMBLE'S FOOD BY DESIGN, INC., a for-profit corporation authorized to conduct business in the State of Florida.

_____
President

Date: 5/28/2014

ATTEST:

_____
Corporate Secretary

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Escambia County Road Prison Commissary Services

SPECIFICATION NUMBER PD 13-14.044
BIDS WILL BE RECEIVED UNTIL: 3:00pm, CDT, Tuesday, May 13, 2014
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

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com

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.

SCOPE OF WORK

A) SERVICE

(1) CONTRACTOR shall provide inmate commissary management at the Escambia County Road Prison.

(2) CONTRACTOR shall be responsible for inmate commissary procurement for approximately 180-236 inmates. Including but not limited to order fulfillment, weekly order delivery, maintenance of inventory and accounting of transactions.

(3) CONTRACTOR shall furnish all hardware and software related to said commissary services at NO COST TO Escambia County, to include the following for the Escambia County Road Prison: two (2) "Inmate Direct" Kiosk machines; one (1) computer w/monitor and printer to include software preloaded; and one (1) server for central processing and remote communication to include all equipment installation and supplies (i.e. toner, paper).

(4) CONTRACTOR shall provide products listed on attached menu and/or submit a list of items to be approved by the Escambia County Road Prison.

(5) CONTRACTOR shall contract with a vending company to provide three (3) drink vending machines that accept drink coupons/tokens at NO COST TO ESCAMBIA.

(6) CONTRACTOR shall provide unlimited technical support for all hardware and software furnished under paragraph 3 at NO COST TO ESCAMBIA COUNTY.

(7) CONTRACTOR shall receive orders entered into Inmate Direct Kiosks, transmitted to the packing facility and delivered back to the Escambia County Road Prison no later than 4:00 p.m. on Friday of every week including Holidays.

(8) CONTRACTOR agrees to the following requirements:

Inmate Trust Account Debit Calling Requirements:

- Vendor must demonstrate a debit calling system which has the ability to interface with the County's inmate telephone provider.
- The debit calling system must allow inmates to purchase phone time using an interactive voice response (IVR) system available through the standard inmate phone system.
- After purchase, the system must deduct the purchased amount from the inmate's account and make the purchased phone time available to inmates.
- The debit calling system must also have the capability to refund any unused phone time automatically to the inmate upon release if the inmate telephone provider supports this feature.

Phone Ordering System Requirements:

- Vendor must provide a commissary ordering system which operates through the existing inmate telephone system (currently Securus)
- The commissary ordering system must allow inmate's to identify products for purchase and hear their current trust account balance.
- Completed commissary orders must not be billed to inmate accounts until the inmate's housing unit is processed as an entire batch.
- Likewise, any inmate restrictions existing at the time the housing unit batch is processed should be enforced.
- The commissary ordering system must be completely integrated with the trust accounting system, requiring no additional data entry for ordering or billing in the trust accounting system.

Lobby Cashier Kiosk Requirements:

- Vendor must provide bill accepting kiosks for friends and family to place funds on inmate accounts.
- The kiosk must also allow payments using credit/debit cards.
- The kiosk must give a receipt for each transaction.

(9) CONTRACTOR agrees to pay to Escambia County a minimum 25% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 oz. Beverage vouchers.

(10) CONTRACTOR agrees to pay to Escambia County a minimum 20% rebate for the net sale of tobacco products and 20 ounce beverage vouchers.

NOTE: For the purpose of "NET SALES" shall be defined as gross sales less applicable sales tax and postage stamps.

(11) CONTRACTOR to send monthly invoices to:

Escambia County Road Prison
601 Hwy 297A
Cantonment, FL 32577

Invoicing should include a breakdown of weekly sales +/- sales tax and credits.

Contact:	Candace Knapp	Brenda Lee
	850-937-2105p	850-937-2105p
	850-937-2108f	850-937-2108f
	cmknapp@myescambia.com	bhlee@myescambia.com

(12) Contractor shall mail monthly commission/rebate check to:

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Pala fox Place, Suite 140
Pensacola, FL 32502-5843

(B) TERMS

(1) The terms being requested on the effective date shall be for a period of three (3) years

unless extended or terminated.

(2) At the end of the initial term a renewal for up to three (3) additional one (1) year periods upon mutual agreement by both parties.

(3) Escambia County shall provide a thirty (30) day written notice of its intent to renew or cancel.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14074 **County Administrator's Report 14. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Exercising The Second of Two Possible One-Year Extensions Related to PD13-14.046
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the Second of Two Possible One-Year Extensions, Provided for in the Multiple Award Agreement for Corrections Department Laundry and Cleaning Supplies, PD 13-14.046 - Selina Barnes, Interim Corrections Department Director

That the Board approve the utilization of the second of two possible one-year extensions, provided for under Section 2 of the following Agreements covered by PD 13-14.046:

A. Agreement for Laundry and Cleaning Supplies, PD 13-14.046, between Bob Barker Company and Escambia County, Florida; and

B. Agreement for Laundry and Cleaning Supplies, PD 13-14.046, between Charles Neely Corporation-PR Chemical & Paper Supply and Escambia County, Florida

[Funding: Fund 001, General Fund; Cost Center 290401 and Fund 111 Detention/Jail Commissary; Cost Center 290406]

BACKGROUND:

On April 7, 2014, the County issued an Invitation to Bidders (PD13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis. On June 3, 2014, the County entered into agreements with Bob Barker Company and Charles Neely Corporation-PR Chemical & Paper Supply as a result of this multi-award agreement. Section 2 of the respective agreements 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 the second of two additional one-year terms for the period of June 4, 2018 to June 3, 2019. The vendors have not requested any price adjustments during the term of the agreement nor have they requested adjustments for the proposed one-year extension. It is the intent of the Department to coordinate with purchasing to have the services re-bid during the course of the final one-year extension.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 290401 and Fund 111, Detention/Jail Commissary Fund; Cost Center 290406.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the initial agreements. The utilization of the extension as provided for in section 2 of the agreements does not require an amendment to the agreements.

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 vendors to obtain those items covered by the specified agreements.

Attachments

Bob Barker Company, PD13-14.046

Charles Neely Corp-PR Chemical & Paper Supply, PD13-14.046

AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES
PD 13-14.046

THIS AGREEMENT is made this 3rd day of June, 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 Bob Barker Company, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 56-1558062 and whose principal address is 134 North Main Street, Fuquay-Varina, NC 27526.

WITNESSETH:

WHEREAS, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing 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 effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

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. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, 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. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 16, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and 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 those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

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. In the event of termination by either party as provided herein, the County shall be paid for materials purchased 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: Bob Barker Company, Inc.	To: Escambia County
Attention: Tina Morgan	Attention: County Administrator
134 North Main Street	221 Palafox Place, Suite 420
Fuqua-Varina, NC 27526	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 Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

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, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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: 5/5/14

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: 6/12/2014

BCC Approved: June 3, 2014

CONTRACTOR:
BOB BARKER COMPANY, INC.

By: _____

Title: President

Date: June 9, 2014

ATTEST:

By: _____
Corporate Secretary
(SEAL)

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION PD 13-14.046

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE 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

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

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION NUMBER PD 13-14.046

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014

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

Lumon May. Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Gene M. Valentino

From:
Claudia Simmons, CPPO
Purchasing Manager

Procurement Assistance
Lester L. Boyd
Purchasing Specialist
Office of Purchasing
Matt Langley Bell, III Building
213 Palafox Place, 2nd Floor,
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805

Technical Assistance
Whitney C. Lucas
Escambia County Corrections Accountant
Community Corrections Bureau
2251 N. Palafox St
Pensacola, FL 32501
Tel: (850) 595-3114
Fax: (850) 595-3510

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SCOPE OF WORK SUMMARY

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Departments with quality Laundry and Cleaning Supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors. Each vendor will also include a **percentage discount** in their bid submission on any item listed in their catalog but not shown in this solicitation. It is incumbent upon the vendor to provide updated catalogs and pricing information to the County as new ones are published. The successful vendors shall be reasonable to furnish Laundry and Cleaning Supplies within the time frame prescribed in this solicitation for use by Escambia County Departments, allowing for the capability of the County JAIL to utilize a stockless warehouse methodology.

Central Stores/Stockroom: The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for Laundry and Cleaning Supplies. The Department maintains an inventory of only those supplies necessary to meet its immediate needs.

Volume: Estimated total dollar volume for this contract is $100,000.00 per year. Quantities shown herein are estimated requirements for (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

Brand Name or Equal: Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic and performance of products that will be satisfactory.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:
Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, 2nd Floor, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL. 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA
Invitation to Bid

Laundry and Cleaning Supplies
and Inmate Goods Contract

SOLICICITATION NUMBER:
PD 13-14.046

SOLICITATION

MAILING DATE: Monday, April 7, 2014
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 56-1558062

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE 5-30 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Bob Barker Company, Inc.
ADDRESS: 134 N Main St
CITY, ST. & ZIP: Fuquay-Varina, NC 27526
PHONE NO.: (919) 552-3431
TOLL FREE NO.: (800) 334-9880
FAX NO.: (800) 322-7537

REASON FOR NO OFFER: N/A

BID BOND ATTACHED $ N/A

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.

Tina Morgan, Contract Sales Manager
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** Tina Morgan 4/16/14
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL)

** *Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

AWARD

Upon certification of award the 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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____ Date
Signature of Person Authorized to Sign

ATTEST _____ Date
Corporate Secretary
(CORPORATE SEAL)

ATTEST _____ Date
Witness

ATTEST _____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____ Date
County Administrator

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

BID FORM
Specification Number PD 13-14.046
LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 4/16/14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Laundry and Cleaning Supplies, and Inmate Goods Contract 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:

Item Description	Unit	Unit Cost Bid Amount
Baby Shampoo (4 Gal/Case)	Case	$ 19.17
small-xlarge Mens Orange BoxersBoxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	$ 17.00
small-xlarge Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	$ 162.00 (27.00/dz)
2XL Mens Orange Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	$ 19.50
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton(6dz/Case)	Case	$ 186.00 (31.00/dz)
Orange Tube Socks One Size Fits All	DZ	$ 6.36
White Sheets poly/cotton blend 66"X104"	DZ	$ 35.76
EVA Khaki Clogs (12 pair/Case)	Case	$ 40.00
Thumb Toothbrush w. white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case	$ 7.20
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case	$ 35.00
Toothpaste .85 oz Nautremint (144 pieces/Case)	Case	$ 17.28
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair	$ 1.59
Pillowcase, cotton white 42X34	DZ	$ 8.64
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities. The razor cannot be removed without destroying it. (500 pieces/case)	Case	$ 102.00
Towel, White Bath 100% cotton terry towel 24"X48"	DZ	$ 18.24
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at main stress points , moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant. Outsole is stitched and cemented to upper for double-reinforcement. Seven pair of rust-resistant eyelets insure secure closure.	Pair	$ 19.01
Mattress, Polyester 25X75X4 bagged	Each	$ 28.35
Boardwalk Brand toilet paper 2ply (1000/Case)	Case	$ No Bid
Towels, Brown Multifold (4008/Case)	Case	$ No Bid
Dimension Fast Drying Floor Finish (5 Gal/Unit)	Unit	$ No Bid
Formula 900 Soap Scum remover	Gal	$ No Bid
Q128 Neutral Disinfectant	Gal	$ No Bid
Bucket Mp, Downpress w. wringer	Each	$ 51.95

Item Description	Unit	Unit Cost Bid Amount
Lemon Pledge (6- 17.7oz cans/Case)	Case	$ No Bid
16 oz Bottle w. trigger spray	Each	$ No Bid
32 oz bottle w. trigger spray *sold 3 bottles per case only	Each	$ 1.82 ea ($5.46/cs)
Mp head, winger loop, x-large	Each	$ No Bid
Angle broom w. aluminum handle	Each	$ No Bid
Wall and ceiling brush	Each	$ No Bid
Handles for ceiling brush	Each	$ No Bid
Boost Pad-20" Maroon Prep (10/Case)	Case	$ No Bid
First Class Furniture Polish 16oz Can	Each	$ No Bid
Gojo Derma Pro Lotion Soap (12-800ML/Case)	Case	$ No Bid
Heavy Duty Paper Bags (200 bags/Case)	Case	$ No Bid
Chlorine Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case	$ No Bid
Glove, Nitrile PF Blue 6 MIL sizes small-2XL (10 boxes/case)	Case	$ 100.45
Spartan Clothesline Fresh Laundry Detergent #3 (15 Gal/Case)	Case	$ No Bid
Spartan Clothesline Fresh 16 Liquid Alkali (15 Gal/Case)	Case	$ No Bid
Spartan Clothesline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case	$ No Bid
24" Dust Mop Head *sold by dozen only	Each	$9.30 ea ($111.60/dz)
100% Cotton Terry Washcloths 12X12	DZ	$1.90
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair	$ 19.56
Centerpull Paper Towels 8" x 13", 400' per roll, 369 sheet per roll (6rolls/Case)	Case	$ No Bid
Total Cost		$ 908.08

CONTRACTOR REQUIREMENTS

Offering 3% off catalog discount for items not listed in bid. Discount will be off current catalog at time of order.

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. None Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)
SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number
F97000001514

Occupational License No. _____

Terms of Payment (Check one)

☒ Net 30 Days ___ ☐ 2% 10th Prox___
☐ Other ___

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	

Bidder: Bob Barker Compan,Inc.
By: Tina Morgan
Signature:
Title: Contract Sales Manager
Address: 134 N Main St
Fuquay-Varina NC 27526

Person to contact concerning this bid:
Tina Morgan
Phone # 919-346-2132
Toll Free # 800-334-9880
Fax # 800-322-7537
E-Mail Address: tinamorgan@bobbarker.com
Home Page Address: www.bobbarker.com

Person to contact for emergency service:
Dale Griffith
Phone #: 888-708-5013
Cell #: 919-369-1947
Pager #:

Person to contact for disaster service:
same
Home Address:

Home Phone #:
Cell #:
Pager #:

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. N/A
2.
3.
4.

Escambia County
Clerk's Original

6/3/2014 CAR.II-18(A)

AGREEMENT FOR LAUNDRY AND CLEANING SUPPLIES
PD 13-14.046

THIS AGREEMENT is made this 3rd day of June, 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 Charles Neely Corporation-PR Chemical & Paper Supply (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3374698 and whose principal address is 3435 North Dr. Martin Luther King Jr. Drive, Pensacola, FL, 32503.

WITNESSETH:

WHEREAS, on April 7, 2014, the County issued an Invitation to Bidders (PD 13-14.046) seeking vendors to provide certain laundry and cleaning supplies and inmate goods on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing 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 effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

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. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for laundry and cleaning supplies and inmate goods, Specification No. P.D. 13-14.046, attached hereto as Exhibit "A". In

Date: 6/13/2014 Verified By: SJ Carew

the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor for such supplies in accordance with the Contractor's Bid Form, dated April 15, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B". The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for equipment and supplies to the Contractor on an as-needed basis. The equipment and 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 those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

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. In the event of termination by either party as provided herein, the County shall be paid for materials purchased 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: PR Chemical & Paper Supply
Attention: Shawn Snyder
3435 North MLK Jr. Drive
Pensacola, Florida 32503

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 Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

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, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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: ACA
Date: 5/5/14

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: 6/12/2014

BCC Approved: June 3, 2014

CONTRACTOR:
P.R. CHEMICAL & PAPER- CHARLES NEELY CORPORATION

ATTEST:

By: _____
Corporate Secretary

By: _____

Title: President

Date: 6-9-14

(SEAL)

ESCAMBIA COUNTY FLORIDA

INVITATION TO BID

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION PD 13-14.046

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE 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

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?

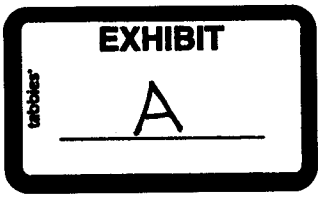
THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- 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

LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

SPECIFICATION NUMBER PD 13-14.046

BIDS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014

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

Lumon May. Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Gene M. Valentino

From:
Claudia Simmons, CPPO
Purchasing Manager

Procurement Assistance
Lester L. Boyd
Purchasing Specialist
Office of Purchasing
Matt Langley Bell, III Building
213 Palafox Place, 2nd Floor,
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805

Technical Assistance
Whitney C. Lucas
Escambia County Corrections Accountant
Community Corrections Bureau
2251 N. Palafox St
Pensacola, FL 32501
Tel: (850) 595-3114
Fax: (850) 595-3510

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SCOPE OF WORK SUMMARY

The purpose of this Invitation for Bid (ITB) is to establish a Multiple Price Agreement to provide Escambia County Departments with quality Laundry and Cleaning Supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors. Each vendor will also include a **percentage discount** in their bid submission on any item listed in their catalog but not shown in this solicitation. It is incumbent upon the vendor to provide updated catalogs and pricing information to the County as new ones are published. The successful vendors shall be reasonable to furnish Laundry and Cleaning Supplies within the time frame prescribed in this solicitation for use by Escambia County Departments, allowing for the capability of the County JAIL to utilize a stockless warehouse methodology.

Central Stores/Stockroom: The County does not now operate, nor do we anticipate establishing, any type of central stores or stockroom for Laundry and Cleaning Supplies. The Department maintains an inventory of only those supplies necessary to meet its immediate needs.

Volume: Estimated total dollar volume for this contract is $100,000.00 per year. Quantities shown herein are estimated requirements for (1) one year period and are for the purpose of bid evaluation. The County reserves the right to order such quantities as may be required during said period but does not guarantee any minimum or maximum to be ordered during this period specified. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

Brand Name or Equal: Some items called for have been identified by a brand name or equal description, shown on the bid solicitation form. Such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality, characteristic and performance of products that will be satisfactory.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:
Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, 2nd Floor, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL. 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA
Invitation to Bid

Laundry and Cleaning Supplies and Inmate Goods Contract

SOLICICITATION NUMBER:
PD 13-14.046

SOLICITATION

MAILING DATE: Monday, April 7, 2014
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Monday, April 21, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-3374698

TERMS OF PAYMENT: Net 20

DELIVERY DATE WILL BE 1 **DAYS AFTER RECIEPT OF PURCHASE ORDER.**

VENDOR NAME: PR Chemical + Paper
ADDRESS: 3435 N. Dr. MLK Jr Dr
CITY, ST. & ZIP: Pensacola, FL 32503
PHONE NO.: (850) 432-0432
TOLL FREE NO.: (800) 239-4777
FAX NO.: (850) 434-1931

REASON FOR NO OFFER:

BID BOND ATTACHED $

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

SHAWN SNYDER
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** Shawn Snyder
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL)

*** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.***

AWARD

Upon certification of award the 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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____ Date
Signature of Person Authorized to Sign

ATTEST: _____ Date
Corporate Secretary

(CORPORATE SEAL)

ATTEST: _____ Date
Witness

ATTEST: _____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____ Date
County Administrator

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

EXHIBIT
tabbies
B

BID FORM
Specification Number PD 13-14.046
LAUNDRY AND CLEANING SUPPLIES AND INMATE GOODS CONTRACT

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 4-15-14

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Laundry and Cleaning Supplies, and Inmate Goods Contract** 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:

Item Description	Unit	Unit Cost Bid Amount
Baby Shampoo (4 Gal/Case)	Case	$
small-xlarge Mens Orange BoxersBoxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	$
small-xlarge Mens Orange T-shirt Crew Neck 4 oz 100% Cotton (6dz/Case)	Case	$
2XL Mens Orange Boxers come with fly fronts and elastic waistbands poly/cotton blend	DZ	$
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton(6dz/Case)	Case	$
Orange Tube Socks One Size Fits All	DZ	$
White Sheets poly/cotton blend 66"X104"	DZ	$
EVA Khaki Clogs (12 pair/Case)	Case	$
Thumb Toothbrush w. white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case	$
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case	$ 28.30
Toothpaste .85 oz Nautremint (144 pieces/Case)	Case	$
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair	$
Pillowcase, cotton white 42X34	DZ	$
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities. The razor cannot be removed without destroying it. (500 pieces/case)	Case	$
Towel, White Bath 100% cotton terry towel 24"X48"	DZ	$
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at main stress points , moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant. Outsole is stitched and cemented to upper for double-reinforcement. Seven pair of rust-resistant eyelets insure secure closure.	Pair	$
Mattress, Polyester 25X75X4 bagged	Each	$
Boardwalk Brand toilet paper 2ply (1000/Case)	Case	$ 27.95
Towels, Brown Multifold (4008/Case)	Case	$ 13.99
Dimension Fast Drying Floor Finish (5 Gal/Unit)	Unit	$ 65.21
Formula 900 Soap Scum remover	Gal	$ 10.90
Q128 Neutral Disinfectant	Gal	$ 15.50
Bucket Mp, Downpress w. wringer	Each	$ 108.00

With sidepress with ringer $46.14

Item Description	Unit	Unit Cost Bid Amount
Lemon Pledge (6- 17.7oz cans/Case)	Case	$ 35.50
16 oz Bottle w. trigger spray	Each	$ .95
32 oz bottle w. trigger spray	Each	$ .98
Mp head, winger loop, x-large	Each	$ 9.98
Angle broom w. aluminum handle	Each	$ 7.56
Wall and ceiling brush	Each	$ 15.50
Handles for ceiling brush	Each	$ 3.50
Boost Pad-20" Maroon Prep (10/Case)	Case	$ 48.00
First Class Furniture Polish 16oz Can SSS Creamy Lemon Polish	Each	$ 37.104
Gojo Derma Pro Lotion Soap (12-800ML/Case)	Case	$ 38.50
Heavy Duty Paper Bags (200 bags/Case)	Case	$ 17.73
Chlorine Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case	$ 80.94
Glove, Nitrile PF Blue 8 MIL sizes small-2XL (10 boxes/case)	Case	$ 66.50
Spartan Clothesline Fresh Laundry Detergent #3 (15 Gal/Case)	Case	$ 225.00
Spartan Clothesline Fresh 16 Liquid Alkali (15 Gal/Case)	Case	$ 155.00
Spartan Clothesline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case	$ 169.00
24" Dust Mop Head Washable	Each	$ 7.32
100% Cotton Terry Washcloths 12X12	DZ	$
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair	$
Centerpull Paper Towels 8" x 13", 400' per roll, 369 sheet per roll (6rolls/Case) 600' per roll	Case	$ 19.86
Total Cost		$

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)
SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number
P96000037915

Occupational License No. 136940

Terms of Payment (Check one)

☐ Net 30 Days ___ ☐ 2% 10th Prox___
☑ Other Nefzo

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

Bidder: PR Chemical + Paper Supply
By: Shawn Snyder
Signature:
Title: Pres.
Address: PO Box 2189
Pensacola, FL 32513
Person to contact concerning this bid:
Shawn Snyder
Phone # 850-432-0432
Toll Free # 800-239-4777
Fax # 850-434-1931
E-Mail Address: president@pr-supply.com
Home Page Address:

Person to contact for emergency service:
Shawn Snyder
Phone #: 850-432-0432
Cell #: 850-572-6311
Pager #:

Person to contact for disaster service:
Shawn Snyder
Home Address: 2124 Copley Dr
Pensacola, FL 32503
Home Phone #: 850-439-3600
Cell #: 850-572-6311
Pager #:

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14110 **County Administrator's Report 14. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Contract Award for Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4 - 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 Site and Utility, LLC, per the terms and conditions of PD 17-18.038, Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4, in the amount of $318,251.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 16EN3542]

BACKGROUND:

A project was developed when drainage complaints were received at 212 Algiers Street and 1100 Alexandria Drive in the Mayfair Subdivision. Upon inspections, washouts were observed in easements causing safety concerns. A 48" Corrugated Metal Pipe (CMP) extends from South of Massachusetts Avenue North between homes on Mayfair Subdivision (Algiers Street) and Chasefield subdivision has deteriorated. The existing CMP has collapsed in multiple locations, resulting in washouts and soil loss around the pipe. Camera results revealed rusted holes, concrete obstruction, tree roots, etc. This project will remove and replace the deteriorated pipe.

The Contract Time shall be the time period from the Notice to Proceed to the date of final completion totaling One Hundred Fifty calendar days.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola

News Journal on March 19, 2018 and March 26, 2018. A non-mandatory pre-solicitation conference was held on April 4, 2018. Eight firms were represented at that meeting. Bids were received from nine firms on April 19, 2018. Site and Utility, LLC is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 16EN3542

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and Purchase Order.

Attachments

Agreement

Public Notice of Recommended Award

Bid Tabulation

Recommendation to Award Determination Checklist

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

Site and Utility, LLC

For

PD 17-18.038, Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Performance Bond 27

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Exhibit H/ Technical Specifications [**Escambia County Technical Specifications, Revised May 17, 2017]**

Exhibit I/ Working Drawings / Plans prepared by Engineer and Identified as Follows:

[Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4, Sheet No. C1-C13, February 5, 2018]

Exhibit J/Supplemental Terms and Conditions (not used)

Exhibit K/Federal Documents (if applicable) (not used)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND Site and Utility, LLC FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Site and Utility, LLC, a Florida limited liability company for profit, to perform all work ("Work") in connection with PD 17-18.038, Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4 ("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:

Three Hundred Eighteen Thousand Two Hundred Fifty One Dollars and Fifty Cents

$318,251.50

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Fifty (150) 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: **Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4, Sheet No. C1-C13, February 5, 2018**
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering
3363 West Park Place
Pensacola, Florida 32505
Attention: Terri Berry, Engineering Project Manager

B. All correspondence with the Contractor will be addressed to the following:

Site and Utility, LLC
17 West Maxwell Street
Pensacola, Florida 32501
Attention: Robert K. Godfrey, Jr., Vice President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the

County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Site and Utility, LLC signing by and through its Vice-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:
Site and Utility, LLC, a **Florida** Limited Liability Company, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Its: Robert K. Godfrey, Jr., Vice President
Secretary

Date: _____

(Corporate Seal)

BCC Approved: May 17, 2018

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 1. INVESTIGATION AND UTILITIES

1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 2. SCHEDULE

2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 3. PROGRESS PAYMENTS

3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

3.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

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

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.6 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.7 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 4. PAYMENTS WITHHELD

4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 5. FINAL PAYMENT

5.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 6. SUBMITTALS AND SUBSTITUTIONS

6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD

or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

6.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

6.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

6.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

6.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS

7.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

7.1.2. Soil conditions which adversely affect the Work;

7.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

7.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

7.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

7.1.6. Description of Work being performed at the Project site;

7.1.7. Any unusual or special occurrences at the Project site;

7.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

7.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

7.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

8.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

8.4.2. The weather was unusual as documented by supporting data.

8.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

8.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 9. CHANGES IN THE WORK

9.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or

changed work orally.

9.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

10.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 11. OTHER WORK

11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

11.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

11.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 12. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

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

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

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.3 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.4 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.5 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.6 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.7 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.8 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 13. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 14. CLEANUP AND PROTECTIONS

14.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 15. ASSIGNMENT

15.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 16. PERMITS, LICENSES AND TAXES

16.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

16.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

16.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 17. TERMINATION FOR DEFAULT

17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

17.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

17.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

17.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to

any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 19. COMPLETION

19.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer’s substantial completion inspection. From the Engineer’s list of incomplete or unsatisfactory items, a schedule for the County’s review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

19.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

19.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 20. WARRANTY

20.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two (2) year Warranty Period.

Section 21. PROJECT LAYOUT AND CONTROL

21.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

21.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

21.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 22. TESTS AND INSPECTIONS

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 28. SAFETY

28.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as 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.

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 and auto liability 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: Paul R. Nobles, CPPO, CPPB, Purchasing Manager
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

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

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

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.

Public Notice of Recommended Award

Bid Tabulation	Solicitation Number: PD 17-18.038 Solicitation Name: Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4

Bid Opening Time: 2:00 p.m., CDT
Bid Opening Date: 4/19/2018
Bid Opening Location: Rm 11.108

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Total
Pensacola Concrete Construction Co., Inc	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$390,488.63
Site and Utility, LLC	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$318,251.50
J. Miller Construction, Inc	Yes	Bond	Yes	No	No	Yes	No	$473,653.00
Roads Inc of NWF	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$402,009.28
Utility Service Co., Inc	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$362,150.99
BKW, Inc	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$552,655.44
B & W Utilities, Inc	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$351,310.00
Bill Brown Construction of Northwest Florida, Inc	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$350,473.97
Chavers Construction, Inc	Yes	Bond	Yes	Yes	Yes	Yes	Yes	$321,003.00
Roberson Underground Utility, LLC	Yes							No Bid

Bids Opened By:	Emily D. Weddington, Purchasing Coordinator	**Date:**	4/19/2018	**Status:**	
Bids Tabulated By:	Emily D. Weddington, Purchasing Coordinator	**Date:**	4/19/2018	Recommend Award	
Bids Witnessed By:	Jeff Lovingood, Purchasing Specialist	**Date:**	4/19/2018	**CAR Date:** 5/17/2018	**BOCC Date:** 5/17/2018

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Site and Utility, LLC, per the terms and conditions of PD 17-18.038, Mayfair/Algiers Drainage Rehabilitation Phase 3 & 4 in the amount of $318,251.50.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Posted: 1:00 p.m., CDT on 4/30/2018

Form Completed By: EDW

Bid Tabulation
PD 17-18.038, Mayfair/Algiers Drainage Rehabilitation Phase 3 and 4

MAYFAIR/ALGIERS DRAINAGE REHABILITATION PHASE 3&4				B&W Utilities		BKW, Inc.		Brown Construction of NWF, Inc.		Chavers Construction, Inc.		J Miller Construction, Inc.		Pensacola Concrete Construction		Roads Inc. of NWF		Site & Utility		Utility Service Company, Inc.	
	Sub-Category	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unite Price	Total Price	Unit Price	Total Price
1	Mobilization	1	EA	$30,925.00	$30,925.00	$14,848.11	$14,848.11	$11,366.00	$11,366.00	$35,350.00	$35,350.00	$52,575.00	$52,575.00	$10,500.00	$10,500.00	$70,621.89	$70,621.89	$25,500.00	$25,500.00	$39,822.34	$39,822.34
2	Clearing and Grubbing	1	LS	$26,900.00	$26,900.00	$70,612.06	$70,612.06	$15,987.50	$15,987.50	$38,571.00	$38,571.00	$49,563.50	$49,563.50	$4,500.00	$4,500.00	$43,808.51	$43,808.51	$29,365.00	$29,365.00	$6,721.73	$6,721.73
3	Relocate existing standard mailbox	1	EA	$150.00	$150.00	$481.61	$481.61	$206.25	$206.25	$200.00	$200.00	$250.00	$250.00	$365.93	$365.93	$280.00	$280.00	$100.00	$100.00	$448.28	$448.28
4	Earthwork Excavation & Establish Grade	1	LS	$2,250.00	$2,250.00	$9,442.01	$9,442.01	$10,230.00	$10,230.00	$10,658.00	$10,658.00	$6,800.00	$6,800.00	$11,250.52	$11,250.52	$10,712.97	$10,712.97	$9,500.00	$9,500.00	$6,520.29	$6,520.29
5	Remove and Replace Unsuitable Materials	1000	CY	$14.30	$14,300.00	$11.54	$11,540.00	$31.26	$31,260.00	$5.00	$5,000.00	$2.00	$2,000.00	$18.00	$18,000.00	$5.00	$5,000.00	$9.50	$9,500.00	$1.00	$1,000.00
6	Dewatering, Trench and/or Pipe	1	LS	$500.00	$500.00	$19,783.91	$19,783.91	$19,500.00	$19,500.00	$4,500.00	$4,500.00	$750.00	$750.00	$15,000.00	$15,000.00	$19,365.84	$19,365.84	$6,500.00	$6,500.00	$22,650.40	$22,650.40
7	Lateral pavement patch as per County Detail (6" GAB) [ALSO INLCUDES REMOVAL OF EXISTING MATERIAL]	296	SY	$92.00	$27,232.00	$111.62	$33,039.52	$59.53	$17,620.88	$54.50	$16,132.00	$60.00	$17,760.00	$44.37	$13,133.52	$41.51	$12,286.96	$65.00	$19,240.00	$60.55	$17,922.80
8	Saw cut Existing Asphalt	96	LF	$13.00	$1,248.00	$5.87	$563.52	$12.00	$1,152.00	$2.00	$192.00	$3.00	$288.00	$5.40	$518.40	$2.14	$205.44	$5.00	$480.00	$13.08	$1,255.68
9	Develop and provide an MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor (Includes Variable Message Board)	1	EA	$12,750.00	$12,750.00	$19,783.91	$19,783.91	$15,600.00	$15,600.00	$7,500.00	$7,500.00	$15,000.00	$15,000.00	$3,500.00	$3,500.00	$12,709.95	$12,709.95	$6,000.00	$6,000.00	$5,260.79	$5,260.79
10	County Type B Curb, Per County Detail	230	LF	$28.25	$6,497.50	$35.59	$8,185.70	$30.00	$6,900.00	$20.00	$4,600.00	$20.00	$4,600.00	$38.70	$8,901.00	$21.41	$4,924.30	$21.00	$4,830.00	$52.69	$12,118.70
11	4" Fiber Reinforced Concrete Driveway	86	SY	$67.00	$5,762.00	$79.10	$6,802.60	$75.00	$6,450.00	$40.00	$3,440.00	$50.00	$4,300.00	$65.44	$5,627.84	$57.11	$4,911.46	$45.00	$3,870.00	$67.95	$5,843.70
12	S-101, To Include All Connections	1	EA	$9,900.00	$9,900.00	$18,963.84	$18,963.84	$12,232.46	$12,232.46	$12,050.00	$12,050.00	$11,098.00	$11,098.00	$13,845.51	$13,845.51	$13,656.38	$13,656.38	$10,685.00	$10,685.00	$12,107.96	$12,107.96
13	S-102, To Include All Connections	1	EA	$7,900.00	$7,900.00	$15,708.39	$15,708.39	$10,421.09	$10,421.09	$9,800.00	$9,800.00	$8,202.00	$8,202.00	$10,879.41	$10,879.41	$11,584.97	$11,584.97	$7,800.00	$7,800.00	$10,213.68	$10,213.68
14	S-103, To Include All Connections	1	EA	$7,500.00	$7,500.00	$12,713.76	$12,713.76	$8,011.31	$8,011.31	$8,500.00	$8,500.00	$7,600.00	$7,600.00	$10,232.52	$10,232.52	$11,153.54	$11,153.54	$7,250.00	$7,250.00	$7,527.76	$7,527.76
15	S-104, To Include All Connections	1	EA	$4,800.00	$4,800.00	$11,812.19	$11,812.19	$6,607.00	$6,607.00	$6,500.00	$6,500.00	$5,354.00	$5,354.00	$6,749.50	$6,749.50	$8,884.97	$8,884.97	$7,800.00	$7,800.00	$6,347.04	$6,347.04
16	Remove Stormwater Manhole	2	EA	$688.00	$1,376.00	$8,701.90	$17,403.80	$1,087.50	$2,175.00	$2,500.00	$5,000.00	$2,000.00	$4,000.00	$1,175.00	$2,350.00	$1,115.00	$2,230.00	$1,500.00	$3,000.00	$1,965.98	$3,931.96
17	Tie to Existing Inlets, Pipe, Manhole	2	EA	$1,000.00	$2,000.00	$1,982.47	$3,964.94	$600.00	$1,200.00	$2,000.00	$4,000.00	$1,500.00	$3,000.00	$1,463.70	$2,927.40	$961.94	$1,923.88	$1,250.00	$2,500.00	$3,273.52	$6,547.04
18	48" RCP Pipe	717	LF	$193.00	$138,381.00	$219.80	$157,596.60	$166.79	$119,588.43	$140.00	$100,380.00	$300.00	$215,100.00	$261.84	$187,739.28	$163.63	$117,322.71	$152.00	$108,984.00	$186.44	$133,677.48
19	Remove Sand, Silt, & Vegetation From Existing Culverts	17	CY	$200.00	$3,400.00	$291.54	$4,956.18	$200.00	$3,400.00	$125.00	$2,125.00	$275.00	$4,675.00	$45.00	$765.00	$85.45	$1,452.65	$100.00	$1,700.00	$524.36	$8,914.12
20	10" Sewer Line Gravity Fed	20	LF	$341.00	$6,820.00	$201.83	$4,036.60	$72.63	$1,452.60	$98.00	$1,960.00	$550.00	$11,000.00	$25.30	$506.00	$89.39	$1,787.80	$50.00	$1,000.00	$69.50	$1,390.00
21	10" Sanitary Sewer Transition Coupling	2	EA	$250.00	$500.00	$766.12	$1,532.24	$226.85	$453.70	$400.00	$800.00	$550.00	$1,100.00	$149.13	$298.26	$542.28	$1,084.56	$250.00	$500.00	$96.38	$192.76
22	Centipede Sod, Staked	1965	SY	$2.80	$5,502.00	$5.93	$11,652.45	$4.25	$8,351.25	$3.00	$5,895.00	$4.50	$8,842.50	$7.02	$13,794.30	$4.35	$8,547.75	$3.50	$6,877.50	$7.78	$15,287.70
23	Silt Fence Type III	985	LF	$3.50	$3,447.50	$6.44	$6,343.40	$2.74	$2,698.90	$2.00	$1,970.00	$2.00	$1,970.00	$1.50	$1,477.50	$2.62	$2,580.70	$3.00	$2,955.00	$4.48	$4,412.80
24	Floating Turbidity Barrier	30	LF	$21.25	$637.50	$64.94	$1,948.20	$37.32	$1,119.60	$50.00	$1,500.00	$45.00	$1,350.00	$19.69	$590.70	$31.39	$941.70	$25.00	$750.00	$20.93	$627.90
25	4' Chain Link Fence	440	LF	$10.65	$4,686.00	$21.75	$9,570.00	$9.00	$3,960.00	$11.00	$4,840.00	$12.00	$5,280.00	$14.79	$6,507.60	$10.59	$4,659.60	$10.00	$4,400.00	$10.45	$4,598.00
26	6' Chain Link Fence	675	LF	$14.40	$9,720.00	$27.69	$18,690.75	$16.00	$10,800.00	$15.00	$10,125.00	$15.00	$10,125.00	$25.55	$17,246.25	$18.98	$12,811.50	$17.00	$11,475.00	$13.75	$9,281.25
27	6' Chain Link Fence (Green Coated)	40	LF	$43.75	$1,750.00	$39.75	$1,590.00	$26.00	$1,040.00	$20.00	$800.00	$30.00	$1,200.00	$41.55	$1,662.00	$30.87	$1,234.80	$27.00	$1,080.00	$49.50	$1,980.00
28	4' X 4' Single Chain Link Swing Gate	2	EA	$250.00	$500.00	$495.62	$991.24	$165.00	$330.00	$250.00	$500.00	$450.00	$900.00	$238.20	$476.40	$192.73	$385.46	$300.00	$600.00	$137.50	$275.00
29	4' X 6' Single Chain Link Swing Gate	1	EA	$250.00	$250.00	$553.46	$553.46	$220.00	$220.00	$300.00	$300.00	$500.00	$500.00	$302.00	$302.00	$261.73	$261.73	$360.00	$360.00	$165.00	$165.00
30	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	1	EA	$500.00	$500.00	$3,159.73	$3,159.73	$285.00	$285.00	$600.00	$600.00	$850.00	$850.00	$684.80	$684.80	$337.87	$337.87	$500.00	$500.00	$231.00	$231.00
31	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates (Green Coated)	1	EA	$1,690.00	$1,690.00	$3,964.93	$3,964.93	$1,200.00	$1,200.00	$800.00	$800.00	$1,600.00	$1,600.00	$1,414.50	$1,414.50	$1,421.68	$1,421.68	$1,250.00	$1,250.00	$720.50	$720.50
32	4' Wire Fence	130	LF	$7.50	$975.00	$17.82	$2,316.60	$9.00	$1,170.00	$9.00	$1,170.00	$16.00	$2,080.00	$13.79	$1,792.70	$10.59	$1,376.70	$11.00	$1,430.00	$9.90	$1,287.00
33	6' Wood Fence (Non alternating Vertical Boards)	75	LF	$16.00	$1,200.00	$26.33	$1,974.75	$17.00	$1,275.00	$12.00	$900.00	$13.00	$975.00	$24.65	$1,848.75	$20.17	$1,512.75	$20.00	$1,500.00	$22.00	$1,650.00
34	Single Wood Gate 6' X 4'	1	EA	$187.50	$187.50	$392.43	$392.43	$150.00	$150.00	$500.00	$500.00	$500.00	$500.00	$175.00	$175.00	$178.46	$178.46	$500.00	$500.00	$247.50	$247.50
35	REMOVE & REPLACE IRRIGATION	1	LS	$560.00	$560.00	$9,891.96	$9,891.96	$500.00	$500.00	$1,750.00	$1,750.00	$2,500.00	$2,500.00	$816.13	$816.13	$2,062.85	$2,062.85	$1,000.00	$1,000.00	$1,008.94	$1,008.94
36	WATER & SEWER ADJUSTMENT	1	LS	$700.00	$700.00	$9,891.96	$9,891.96	$1,000.00	$1,000.00	$1,250.00	$1,250.00	$100.00	$100.00	$957.25	$957.25	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$100.00	$100.00
37	FIBER OPTIC CABLE ADJUSTMENT	1	LS	$700.00	$700.00	$4,956.15	$4,956.15	$1,000.00	$1,000.00	$1,250.00	$1,250.00	$100.00	$100.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$100.00	$100.00
38	GAS LINE ADJUSTMENT	1	LS	$700.00	$700.00	$4,956.15	$4,956.15	$1,000.00	$1,000.00	$1,250.00	$1,250.00	$100.00	$100.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$100.00	$100.00
39	REMOVE EXISTING GRAVEL DRIVE	45	SY	$11.40	$513.00	$21.73	$977.85	$2.00	$90.00	$1.00	$45.00	$5.00	$225.00	$13.50	$607.50	$5.00	$225.00	$6.00	$270.00	$20.93	$941.85
40	REMOVE EXISTING 10" TERRA COTTA SEWER PIPE	20	LF	$30.00	$600.00	$40.63	$812.60	$10.00	$200.00	$10.00	$200.00	$22.00	$440.00	$7.50	$150.00	$15.00	$300.00	$20.00	$400.00	$68.83	$1,376.60
41	Micellaneous Concrete	6	CY	$300.00	$1,800.00	$395.82	$2,374.92	$560.00	$3,360.00	$600.00	$3,600.00	$750.00	$4,500.00	$565.86	$3,395.16	$475.88	$2,855.28	$550.00	$3,300.00	$1,024.24	$6,145.44
42	Night Work	3	Day	$1,200.00	$3,600.00	$3,958.14	$11,874.42	$2,970.00	$8,910.00	$1,500.00	$4,500.00	$1,500.00	$4,500.00	$2,000.00	$6,000.00	$468.89	$1,406.67	$3,500.00	$10,500.00	$400.00	$1,200.00
	TOTAL BID				**$351,310.00**		**$552,655.44**		$350,473.97		$321,003.00		$473,653.00		$390,488.63		$402,009.28		$318,251.50		$362,150.99

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Mayfair/Algiers P 3&4

Bid Number PD: PD 17-18.038

Opening Date/Time: 4/19/2018 at 2:00 pm

Purchasing Agent: Emily Weddington

Client Department: Public Works - Engineering Dept. Director/Designee: Terri Berry

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition # N/A Verify

Fund: 352 (LOST III) Verify

Cost Center: 210107 Verify

Object Code: 56301 Verify

Project Number: 16EN3542 Verify

Digitally signed by Robin Lambert
DN: cn=Robin Lambert, o=Public Works, ou=BOCC, email=rflamber@myescambia.com, c=US
Date: 2018.04.25 10:46:54 -05'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ✓ **Yes** **No**
Note: Attachments to Requisition shall Reference PD # 17-18.038

Comments Applicable to General Information Section:

(See Attached Tab Sheet)

SECTION 2 **- RECOMMENDED AWARD SECTION -**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Award the contract to Site and Utility in the amount of $318,251.50.

Unit Price Extensions Checked by: 4/26/18

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**

Terri Berry
cn=Terri Berry, o=Public Works, ou=Engineering, email=terri_berry@myescambia.com, c=US
2018.04.25 10:17:57 -05'00'

Department Director/Designee Approval:

Purchasing Manager/Designee Approval

Note 1: The Office of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

Joy Jones
cn=Joy Jones, o=Public Works, ou=Engineering, email=djones@myescambia.com, c=US
2018.04.26 08:19:32 -05'00'

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14137 **County Administrator's Report 14. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Contract Award for Re-Solicit 4-H Multipurpose Livestock Facility
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Re-Solicit 4-H Multipurpose Livestock Facility - 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 J. Miller Construction Inc., per the terms and conditions of PD 17-18.050, Re-Solicit 4-H Multipurpose Livestock Facility, for a lump sum of $103,398.40.

[Funding: Fund 352, LOST III; Cost Center 110267, Public Facilities & Project Lost III; Object Code 56201, Buildings]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, April 02, 2018. A non mandatory pre-solicitation conference was held on Tuesday, April 17, 2018, and was attended by six firms. Five bids were received on Wednesday, May 2, 2018.

The multipurpose livestock facility will serve multiple uses for animal science teaching and animal husbandry. It will provide housing to 4H youth livestock projects and provide a safe environment for youth to learn and grow with their animals. The facility will also be used for day camps, workshops and seminars for other agricultural programs within Escambia County Extension.

BUDGETARY IMPACT:

Fund 352, LOST III; Cost Center 110267, Public Facilities & Project Lost III; Object Code 56201, Buildings

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form B: Construction

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, April 2, 2018. A non mandatory pre-solicitation conference was held on Tuesday, April 17, 2018, and was attended by six firms. Five bids were received on Wednesday, May 2, 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 Determination Checklist

J. MIller Construction Agreement

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Re-Solicit 4-H MULTIPURPOSE LIVESTOCK FACILITY
SPECIFICATION NUMBER PD 17-18.050

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, MAY 02, 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, April 17, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover Robinson, IV
Douglas Underhill

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 dt5ermine 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
Re-Solicit 4-H MULTIPURPOSE LIVESTOCK FACILITY
SPECIFICATION PD 17-18.050

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.
- 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).

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.

Re-Solicit 4-H MULTIPURPOSE LIVESTOCK FACILITY
PD 17-18.050

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	3
Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10
Exhibit H - Working Drawings	PDF Page 27
Exhibit I - Technical Specifications	PDF Page 38
Sample Agreement	PDF Page 98

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

Re-Solicit 4-H Multipurpose Livestock Facility

Solicitation Number PD 17-18.050

Solicitation

MAILING DATE: April 02, 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, April 17, 2018.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, May 02, 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)

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.

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid being rejected as non-responsive.***

Bid Form

Base Bid $_____

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: General Contractor

Expiration Date: _____

County Permits/Fees Required for this Project:
Escambia County Building Permit: $610.10

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 **one hundred (100) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **one hundred thirty (130) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $150 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.

Company & contact names, addresses, and phone numbers of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

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
(Page 1 of 2)

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: _____
Vice President: _____
Director: _____
Other: _____

Secretary: _____
Treasurer: _____
Director: _____
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
(Page 2 of 2)

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 Solicitation, Offer, and Bid 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

The following General Terms and Conditions are incorporated by reference (Continued)

19. Advertising
20. Assignment
21. Liability
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.

Specification Number PD 17-18.050, "Re-Solicit 4-H Multipurpose Livestock Facility"
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 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. Project Narrative

This project is for a livestock pavilion and associated storage rooms at the 4H Center at 5701 Hwy 99, in Molino, Florida.

Work includes a wood Pole Barn, concrete slab, plumbing, and electrical provisions. Site work includes earthwork, concrete paving, and storm drainage. All work shall be as shown on the Contract Documents dated 02/13/2018 prepared by Sam Marshall Architects.

3. Use of Premises

During the construction period, the Contractor shall have unlimited use of the premises for construction operations.

The Contractor shall confirm operations to areas within contract limits indicated and designated access. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed, nor used for parking of vehicles of the Contractor and workmen, or storage of materials and equipment.

4. 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.

5. Performance and Payment Bonds

The County shall require the successful Offeror to furnish separate Performance and Payment Bonds, on the forms provided by the County, under pledge of adequate surety and covering up to 100% of the dollar value of award. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror 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.

6. Procurement Questions

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, 850-595-4953, JDLovingood@myescambia.com.

The last day for questions to be submitted is April 23, 2018 by 5:00 PM CDT. All questions submitted by the deadline will have responses submitted via addendum to all known potential bidders by close of business April 26, 2018.

7. 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 Offeror’s Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process. In the event of a discrepancy between the Checklist and the Solicitation, information within the solicitation shall take precedence.

8. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32505, in Conference Room 11.407 on April 17, 2018, at 10:00 AM CST.

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.

9. 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 $150.00 (one hundred fifty dollars) 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.

10. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

11. 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

12. Warranty

The awarded vendor shall fully warrant hereunder against defect in materials and/or workmanship for a period of twelve (12) months 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.

13. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. 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.

15. 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 form(s) to the best of our knowledge.

16. Termination

The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

In the event of termination as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

17. 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.

18. 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.

19. Award

Award shall be made on an "all-or-none total" basis.

20. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

21. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-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 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. <u>Workers Compensation Coverage</u>

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. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

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.

The County may require the following endorsements or additional types of insurance.

H. Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the county shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

I. Owners Protective Liability Coverage

For renovation or construction contracts the contractor shall provide for the County an owners protective liability insurance policy (preferably through the contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the contractor's commercial general liability insurance policy. However, this separate policy may be the only source of coverage if the contractor's liability coverage limit is used up by other claims.

J. 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.

23. <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.

4H - MULTIPURPOSE LIVESTOCK FACILITY

5701 HWY 99, MOLINO, FLORIDA 32577

CONSTRUCTION DOCUMENTS

February, 2018

BUILDING CODE ANALYSIS

FLORIDA BUILDING CODE - Fifth Edition (2014)

OCCUPANCY - (S) Storage - 2 Low Hazard (Section 311.3)

CONSTRUCTION TYPE - IIB (Table 601)

ALLOWABLE HEIGHT AND AREA (Table 503)
Storage Type IIB (2 stories- 26,400 sq.ft, per floor)

BUILDING AREA - 3,389(Covered)

FIRE RESISTANCE RATINGS FOR BUILDING ELEMENTS (Table 601)

Type IIB

Structural frame	0 hr.
Exterior bearing walls	0 hr.
Interior bearing walls	0 hr.
Non-brearing walls	0 hr.
Roof construction	0 hr.

SHEET INDEX

A100	TITLE SHEET
C001	GENERAL NOTES
C101	EXISTING CONDITIONS PLAN
C201	SITE GEOMETRY PLAN
C301	SITE GRADING/UTILITY PLAN
C401	SECTIONS & DETAILS
A101	FLOOR PLAN
A102	ROOF PLAN & DETAILS
A103	BUILDING ELEVATIONS & SECTIONS
E101	ELECTRICAL SITE PLAN
E102	PLUMBING AND ELECTRICAL PLANS

AREA MAP

SITE MAP

CONSULTANTS

STRUCTURAL

BERUBE LEONARD
STRUCTURAL ENGINEERING
3101 N. 12TH AVE.
PENSACOLA, FL 32503
(850) 473-9955 phone
(850) 473-1770 fax

CIVIL

KENNETH HORNE & ASSOC.
7201 N. 9TH AVE. #6
PENSACOLA FL, 32504
(850) 471-9005 phone

SAM MARSHALL ARCHITECTS
AA C000293

SAM MARSHALL ARCHITECTS
325 S. PALAFOX STREET
PENSACOLA, FL 32502
T (850) 433-7842
F (850) 433-0510
www.sammarshallarch.com

4H - MULTIPURPOSE LIVESTOCK FACILITY

MOLINO, FLORIDA

No.	Description	Date

TITLE SHEET

Date	02/13/2018
Drawn By	MM
Checked By	DA

A100

4-H CLUB

5701 HIGHWAY 99 MOLINO, FL 32577

4-H MULTIPURPOSE LIVESTOCK FACILITY

SITE DATA:
PROPERTY REFERENCE NO: 10-2N-32-2100-000-000
PROPERTY ADDRESS: 5701 HIGHWAY 99 MOLINO, FL 32577
ZONING: RMU
FLU: RC
PROPOSED USE: LIVESTOCK FACILITY
FLOOD ZONE "X"

"THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE X, (MINIMAL RISK AREAS OUTSIDE THE 1-PERCENT AND .2-PERCENT-ANNUAL-CHANCE FLOODPLAINS. NO BFE's OR BASE FLOOD DEPTHS ARE SHOWN WITHIN THESE ZONES), AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBER 12033C0205 AND 0210G, MAP REVISION DATED SEPTEMBER 29, 2006."

GENERAL NOTES:

1. ALL CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO ESCAMBIA COUNTY STANDARDS.
2. CONTRACTOR SHALL NOTIFY THE OWNER FORTY-EIGHT HOURS PRIOR TO BEGINNING CONSTRUCTION.
3. ALL NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE ENGINEER OF RECORD WILL ASSIST CONTRACTOR WITH ANY REQUIRED PERMITS. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BE BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AGENCIES.
4. ROLL GRADE BEFORE AND ROLL SOD AFTER PLACEMENT TO ENSURE SMOOTH FINAL GRADE. NO RUTTING WILL BE ACCEPTABLE AT PROJECT CLOSE-OUT.
5. CONTRACTOR SHALL HAUL AWAY ALL EXCESS MATERIAL AND DEBRIS AND DISPOSE OF OFFSITE IN A LEGAL MANNER.
6. FOR STAGING, EQUIPMENT STORAGE, EMPLOYEE PARKING, AND SITE ACCESS, COORDINATE WITH OWNER.
7. PROPERTY OBSTRUCTIONS WHICH ARE TO REMAIN IN PLACE, SUCH AS BUILDINGS, SEWER, DRAINS, WATER OR GAS PIPES, ELECTRICAL, CONDUITS, POLES, WALLS, POST, ETC., ARE TO BE CAREFULLY PROTECTED AND ARE NOT TO BE DISPLACED UNLESS NOTED.
8. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND ESCAMBIA COUNTY. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY.
9. THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS AT 850-595-3472. AS BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.
10. ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILT" SIGN-OFF FROM THE COUNTY.
11. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING IN ORDER TO FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS AND THE EXTENT OF CLEARING AND GRUBBING REQUIRED.
12. ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
13. ALL PAVEMENT MARKINGS AND STRIPING SHALL BE THERMOPLASTIC AND INSTALLED ACCORDING TO FDOT STANDARD INDEX, LATEST EDITION.
14. ALL SIGNS SHALL BE INSTALLED PER FDOT STANDARD INDEX 11865, LATEST EDITION, WIND ZONE NO. 1.
15. ALL CONDITIONS & STIPULATIONS OF THE CONSTRUCTION PERMITS & THE APPROVALS ISSUED BY THE ESCAMBIA COUNTY ENGINEER SHALL BE COMPLIED W/ IN EVERY DETAIL.
16. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.
17. 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 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 NETWORKS MONUMENT 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.
18. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
19. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.
20. ALL MATERIAL TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS LATEST EDITION.
21. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS OF 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 DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
22. CONTRACTOR SHALL COMPLY WITH ALL FDEP AND ARMY CORP OF ENGINEERS REQUIREMENTS.
23. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED PLEASE CONTACT:
    RICK COLOCADO PSM
    ESCAMBIA COUNTY SURVEYOR
    3363 WEST PARK PLACE
    PENSACOLA, FL 32505
    PH (850) 595 3427
24. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.
25. MAINTENANCE OF TRAFFIC AS PER FDOT INDEX 500
26. WHERE UNUSABLE MATERIAL AS DEFINED BY THE COUNTY SPECIFICATIONS SECTION 02300 1 3(1) IS ENCOUNTERED IN THE AREAS OF PROPOSED FOR PAVING THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO ANY EXCAVATION.
27. PIPE LENGTHS SHOWN IN THE PLANS DO NOT INCLUDE THE LENGTH 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
28. THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY, OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS. THE "AS-BUILT" CERTIFICATION OR THE "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.

STORMWATER NOTES:

1. ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY.
2. ALL NEW STORMWATER RUNOFF IS TO BE DIRECTED TO THE NEW STORMWATER COLLECTION SYSTEM.
3. RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS.
4. TRENCHING AND GRADING AROUND TREES WHICH ARE TO REMAIN SHALL BE AWAY FROM THE TREE IN A MANNER TO CAUSE NO DAMAGE TO THE TREE.
5. DEVELOPER/CONTRACTOR SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT AND STABILIZE RETENTION/DETENTION PONDS AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND PRIOR TO REQUEST FOR INSPECTION.
6. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPOGRAPHY OF POND(S), OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION.
7. ALL NEW BUILDING ROOF DRAINS, DOWNSPOUTS, OR GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER TO RETENTION/DETENTION AREAS.

UTILITY NOTES:

1. IF EXISTING UTILITY LINES ABOVE OR BELOW GROUND ARE DISTURBED DUE TO CONSTRUCTION ACTIVITY THEY WILL BE RELOCATED AS PER UTILITY OWNER AND OWNER REQUIREMENTS.
2. LOCATION OF EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE ONLY AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTHS BEFORE BEGINNING CONSTRUCTION. FAILURE OF THE PLANS TO SHOW THE EXISTENCE OF ANY UNDERGROUND UTILITIES, STRUCTURES, ETC., SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PRESERVING AND PROTECTING SAID UTILITIES OR STRUCTURES.
3. CONTRACTOR TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
4. 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 UTILITY OWNERS INCLUDE:
5. IF APPLICABLE: "NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W; 1-800-432-4770."

SEWER/WATER MOLINO UTILITIES
MR. RANDY WEAVER
P.O. BOX 126
1640 MOLINO ROAD
MOLINO, FL 32577
PHONE (850) 587 5538

CABLE BRIGHTHOUSE NETWORK
MR. RAY LEPLEY
94 WALTON ROAD
CANTONMENT, FL 32533
PHONE (850) 602 9200

PHONE FRONTIER COMMUNICATIONS
MR. ROBERT SPICER
201 SOUTH PENSACOLA AVENUE
ATMORE, AL 36502
PHONE (251) 368 9675

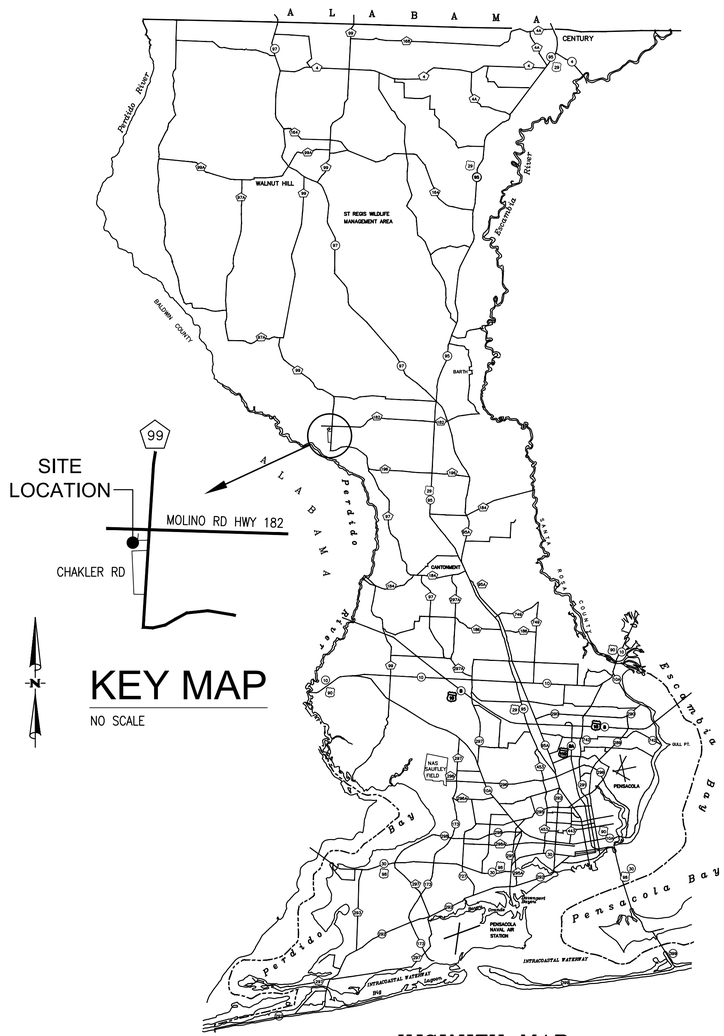
TRAFFIC DEPT ESCAMBIA COUNTY PUBLIC WORKS
MRS. JOHNNY COX
3363 WEST PARK PLACE
PENSACOLA, FL 32505
PHONE (850) 595 3404

POWER ELECTRIC ESCAMBIA RIVER ELECTRIC COOP INC
MR. WESTLY SCOTT
P.O. BOX 428
3425 HIGHWAY 4
JAY, FL 32565
PHONE (850) 675 7409

SUNSHINE STATE ONE CALL
7200 LAKE ELLENOR DRIVE
SUITE 200
ORLANDO, FL 32809
PHONE (800) 432 4770

EROSION CONTROL NOTES:

1. HAY BALES OR SILT FENCE SHALL BE PLACED AS REQUIRED. POSTS FOR SILT FENCE SHALL BE AT A DEPTH TO RESIST OVERTURNING, THE BOTTOM EDGE OF THE FABRIC SHALL BE BELOW GRADE AND COVERED WITH SOIL. SUPPLEMENT WITH HAY BALES AS REQUIRED TO PREVENT THE PASSAGE OF SOIL MATERIALS. HAY BALES ARE TO BE PROPERLY PLACED AND STAKED. (SEE TYPICAL DETAILS)
2. ISOLATED AREAS OF CONSTRUCTION MAY NEED TO BE ADDRESSED BY THE CONTRACTOR AS FIELD CONDITIONS DICTATE.
3. UPON COMPLETION OF CONSTRUCTION, ALL DISTURBED AREAS ARE TO BE STABILIZED WITH SOD.
4. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT EROSION CONTROL MEASURES USED ARE MAINTAINED AND FULLY FUNCTIONAL DURING RAINFALL EVENTS.
5. THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
6. CONTRACTOR SHALL INSPECT AND REESTABLISH EROSION CONTROL BARRIERS WEEKLY AND AFTER EVERY SIGNIFICANT STORM EVENT.



KEY MAP
NO SCALE

VICINITY MAP

SAM MARSHALL ARCHITECTS
AA C000293
SAM MARSHALL ARCHITECTS
325 S. PALAFOX STREET
PENSACOLA, FL 32502
T (850) 433-7842
F (850) 433-0510
www.sammarshallarch.com

4-H MULTIPURPOSE LIVESTOCK FACILITY
MOLINO, FLORIDA

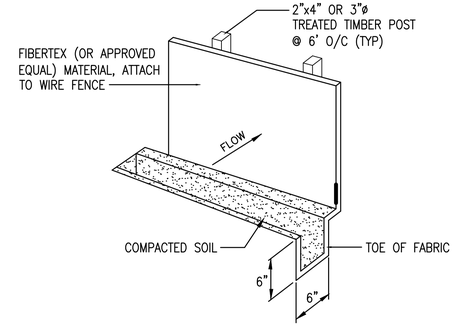
No.	Description	Date

GENERAL NOTES

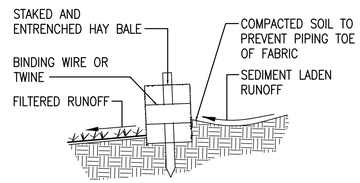
Date	FEB 12, 2018
Drawn By	R TILLMAN
Checked By	N KING

C001

KH&A Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS
PO BOX 10669, PENSACOLA, FLORIDA 32524
7201 NORTH 9th, SUITE 6, PENSACOLA, FLORIDA 32504
(850) 471-9005 INFO@KH-A.COM FAX (850) 471-0093



SILT FENCE DETAIL
N.T.S.



DETAIL OF PROPERLY INSTALLED HAY BALE
N.T.S.

2 / C101 — EROSION CONTROL DETAILS
NO SCALE

NOTE: EXISTING CONDITIONS/SURVEY DATA SHOWN AS PROVIDED BY ESCAMBIA COUNTY. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS

NO PROTECTED TREES EXIST WITHIN PROJECT AREAS AND NO PROTECTED TREES WILL BE REMOVED

LEGEND

FG	FINISH GRADE
TC	TOP OF CONCRETE
TE	TOP ELEVATION
IE	INVERT ELEVATION
	EXIST TREE
	EXIST PROPERTY LINE
	EXIST FENCE
	EXIST WATER LINE
	EXIST CONTOUR LINE
	EXIST MITERED END SECTION
	EXIST STORM LINE
	EXIST ASPHALT
	NEW CONCRETE
	NEW STORM INLET
	EROSION CONTROL

1 / C101 — EXISTING CONDITIONS PLAN
1" = 40.00'
0' 20' 40' 80' 120'

SAM MARSHALL ARCHITECTS
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PENSACOLA, FL 32502
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www.sammarshallarch.com

4-H MULTIPURPOSE LIVESTOCK FACILITY
MOLINO, FLORIDA

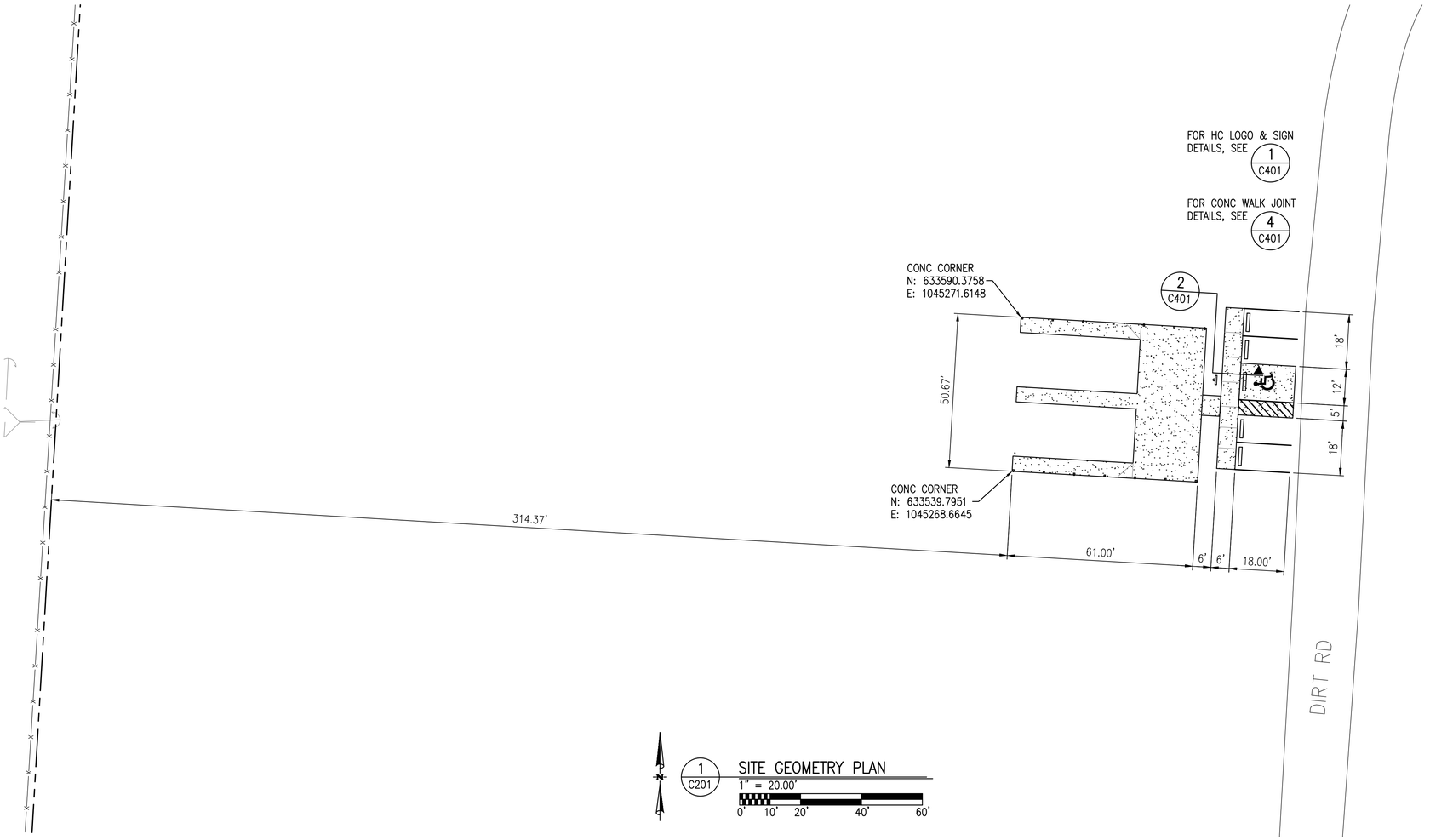
No.	Description	Date

EXISTING CONDITIONS PLAN

Date	FEB 12, 2018
Drawn By	R TILLMAN
Checked By	N KING

C101

Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS
PO BOX 10669, PENSACOLA, FLORIDA 32524
7201 NORTH 9th, SUITE 6, PENSACOLA, FLORIDA 32504
(850) 471-9005 INFO@KH-A.COM FAX (850) 471-0093



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4-H MULTIPURPOSE LIVESTOCK FACILITY

MOLINO, FLORIDA

No.	Description	Date

SITE GEOMETRY PLAN

Date	FEB 12, 2018
Drawn By	R TILLMAN
Checked By	N KING

Kenneth Horne & Associates, Inc.
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PO BOX 10669, PENSACOLA, FLORIDA 32524
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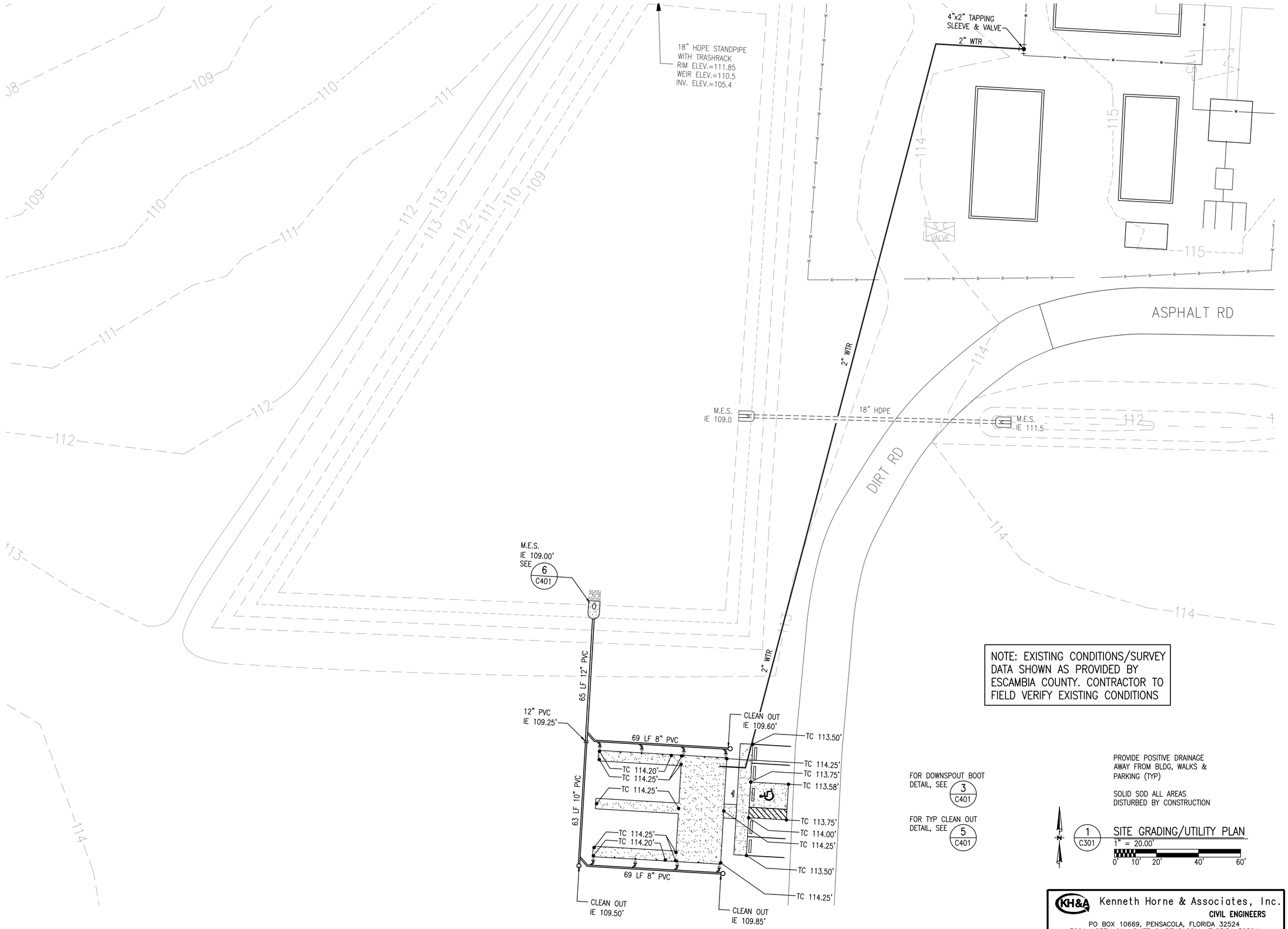
C201



NOTE: EXISTING CONDITIONS/SURVEY DATA SHOWN AS PROVIDED BY ESCAMBIA COUNTY. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS

SAM MARSHALL ARCHITECTS
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www.sammarshallarch.com

4-H MULTIPURPOSE LIVESTOCK FACILITY

MOLINO, FLORIDA

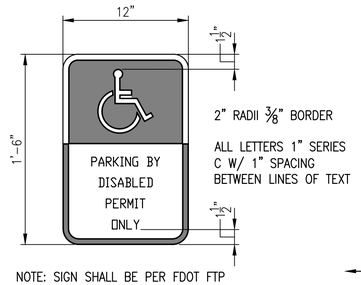
No.	Description	Date

SITE GRADING/UTILITY PLAN

Date	FEB 12, 2018
Drawn By	R TILLMAN
Checked By	N KING

C301

Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS
PO BOX 10669, PENSACOLA, FLORIDA 32524
7201 NORTH 9th, SUITE 6, PENSACOLA, FLORIDA 32504
(850) 471-9005 INFO@KH-A.COM FAX (850) 471-0093



2" RADII ⅜" BORDER

ALL LETTERS 1" SERIES C W/ 1" SPACING BETWEEN LINES OF TEXT

NOTE: SIGN SHALL BE PER FDOT FTP 20-06, POST & MOUNTING SHALL BE PER FDOT REQUIREMENTS

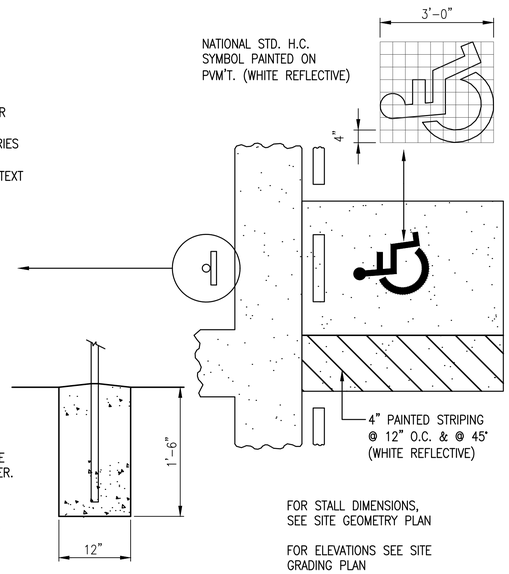
SIGNS USED AS PER FLORIDA STATUTES

VIOLATORS
$250 FINE

INSTALL BELOW HANDICAP SIGN

NOTES:
1. TOP PORTION OF SIGN SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. SIGN MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVEMENT OR FINISH GRADE TO BOTTOM OF SIGN)

HANDICAP PARKING SIGN DETAIL

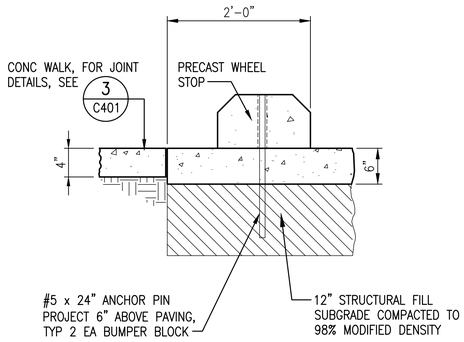


HANDICAP SIGN POST FOUNDATION

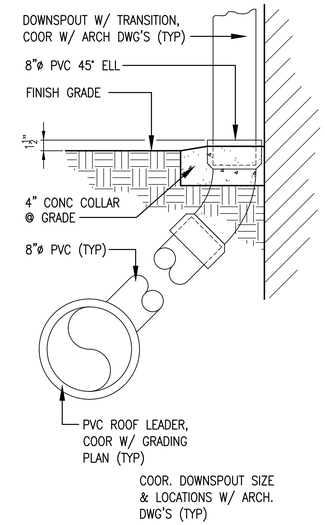
FOR STALL DIMENSIONS, SEE SITE GEOMETRY PLAN

FOR ELEVATIONS SEE SITE GRADING PLAN

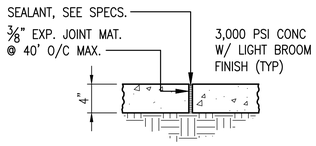
1 / C401 HC PLAN & DETAILS
NO SCALE



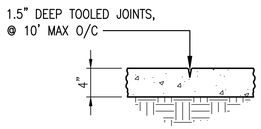
2 / C401 HC PARKING CONC SLAB
NO SCALE



3 / C401 DOWNSPOUT DETAIL
NO SCALE

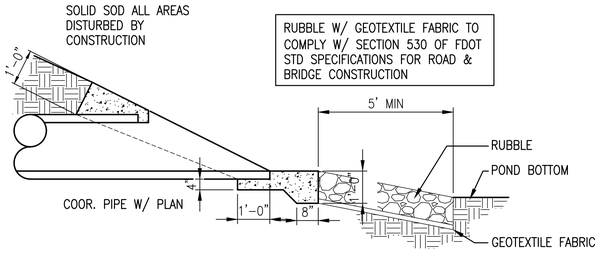


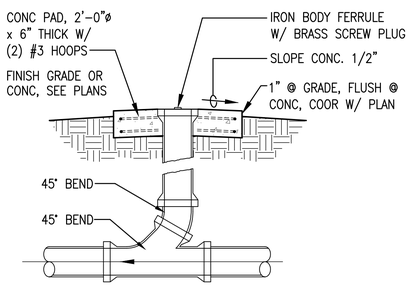
EJ



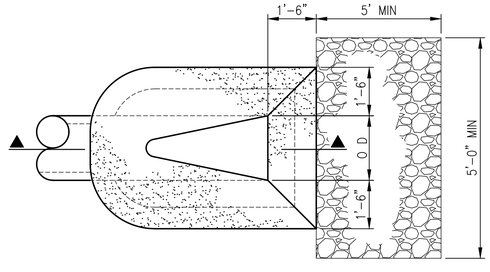
TJ

4 / C401 CONC WALK JOINT DETAILS
NO SCALE





5 / C401 CLEAN OUT
NO SCALE



6 / C401 MITERED END SECTION
NO SCALE

STORMWATER POLLUTION PREVENTION PLAN GENERAL NOTES:

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES TO BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.

2. ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 20 DAYS, AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW, OR EQUIVALENT MATERIAL, AT A RATE OF TWO (2) TONS PER ACRE, ACCORDING TO STATE STANDARDS.

3. PERMANENT VEGETATION TO BE SEEDED OR SODDED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER GRADING. MULCH TO BE USED AS NECESSARY FOR PROTECTION UNTIL SEEDING IS ESTABLISHED.

*4. AT THE TIME WHEN THE SITE PREPARATION FOR PERMANENT VEGETATIVE STABILIZATION IS GOING TO BE ACCOMPLISHED, ANY SOIL THAT WILL NOT PROVIDE A SUITABLE ENVIRONMENT TO SUPPORT ADEQUATE VEGETATIVE GROUND COVER, SHALL BE REMOVED OR TREATED IN SUCH A WAY THAT WILL PERMANENTLY ADJUST THE SOIL CONDITIONS AND RENDER IT SUITABLE FOR VEGETATIVE GROUND COVER. IF THE REMOVAL OR TREATMENT OF THE SOIL WILL NOT PROVIDE SUITABLE CONDITIONS, NON-VEGETATIVE MEANS OF PERMANENT GROUND STABILIZATION WILL HAVE TO BE EMPLOYED.

5. SHOULD THE CONTROL OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINKLED UNTIL THE SURFACE IS WET, TEMPORARY VEGETATION COVER SHALL BE ESTABLISHED OR MULCH SHALL BE APPLIED IN ACCORDANCE WITH STATE STANDARDS FOR EROSION CONTROL.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION OR SEDIMENTATION THAT MAY OCCUR BELOW STORMWATER OUTFALLS OR OFF SITE AS A RESULT OF CONSTRUCTION OF THE PROJECT.

7. ALL SOIL STOCKPILES ARE TO BE TEMPORARILY STABILIZED IN ACCORDANCE WITH SOIL EROSION AND SEDIMENT CONTROL NOTE NUMBER 2 (ABOVE).

8. THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORM WATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES.

9. ALL SEDIMENTATION STRUCTURES SHALL BE INSPECTED AND MAINTAINED REGULARLY.

10. ANY AREAS USED FOR THE CONTRACTOR'S STAGING, INCLUDING BUT NOT LIMITED TO, TEMPORARY STORAGE OF STOCKPILED MATERIALS (E.G. CRUSHED STONE, QUARRY PROCESS STONE, SELECT FILL, EXCAVATED MATERIALS, ETC.), SHALL BE ENTIRELY PROTECTED BY A SILT FENCE ALONG THE LOW ELEVATION SIDE TO CONTROL SEDIMENT RUNOFF.

* WHERE APPLICABLE

EROSION AND SEDIMENTATION CONTROL NOTES

1. BALES SHALL BE PLACED IN A SINGLE ROW, LENGTHWISE ON THE CONTOUR, WITH ENDS OF ADJACENT BALES TIGHTLY ABUTTING ONE ANOTHER PRIOR TO EARTHWORK OPERATIONS.

2. ALL BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED. STRAW BALES SHALL BE INSTALLED SO THAT BINDINGS ARE ORIENTED AROUND THE SIDES RATHER THAN ALONG THE TOPS AND BOTTOMS OF THE BALES (IN ORDER TO PREVENT DETERIORATION OF THE BINDINGS).

3. THE BARRIER SHALL BE ENTRENCHED AND BACK FILLED A TRENCH SHALL BE EXCAVATED THE WIDTH OF A BALE AND THE LENGTH OF THE PROPOSED BARRIER TO A MINIMUM DEPTH OF 4 INCHES. AFTER THE BALES ARE STACKED AND CHINKED, THE EXCAVATED SOIL SHALL BE BACK FILLED AGAINST THE BARRIER. BACK FILL SOIL SHALL CONFIRM TO THE GROUND LEVEL ON THE DOWNHILL SIDE AND SHALL BE BUILT UP TO 4 INCHES AGAINST THE UPHILL SIDE OF THE BARRIER.

4. EACH BALE SHALL BE SECURELY ANCHORED BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE. THE FIRST STAKE IN EACH BALE SHALL BE DRIVEN TOWARD THE PREVIOUSLY LAID BALE TO FORCE THE BALES TOGETHER. STAKES OR REBARS SHALL BE DRIVEN DEEP ENOUGH INTO THE GROUND TO SECURELY ANCHOR THE BALES.

5. THE GAPS BETWEEN BALES SHALL BE CHINKED (FILLED BY WEDGING) WITH STRAW TO PREVENT WATER FROM ESCAPING BETWEEN THE BALES. (LOOSE STRAW SCATTERED OVER THE AREA IMMEDIATELY UPHILL FROM A STRAW BALE BARRIER TENDS TO INCREASE BARRIER EFFICIENCY).

6. STRAW BALE BARRIERS SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFULNESS, BUT NOT BEFORE THE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.

7. STRAW BALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.

8. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNDS AND UNDERCUTTING BENEATH BALES.

9. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.

10. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF OF THE HEIGHT OF THE BARRIER.

11. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

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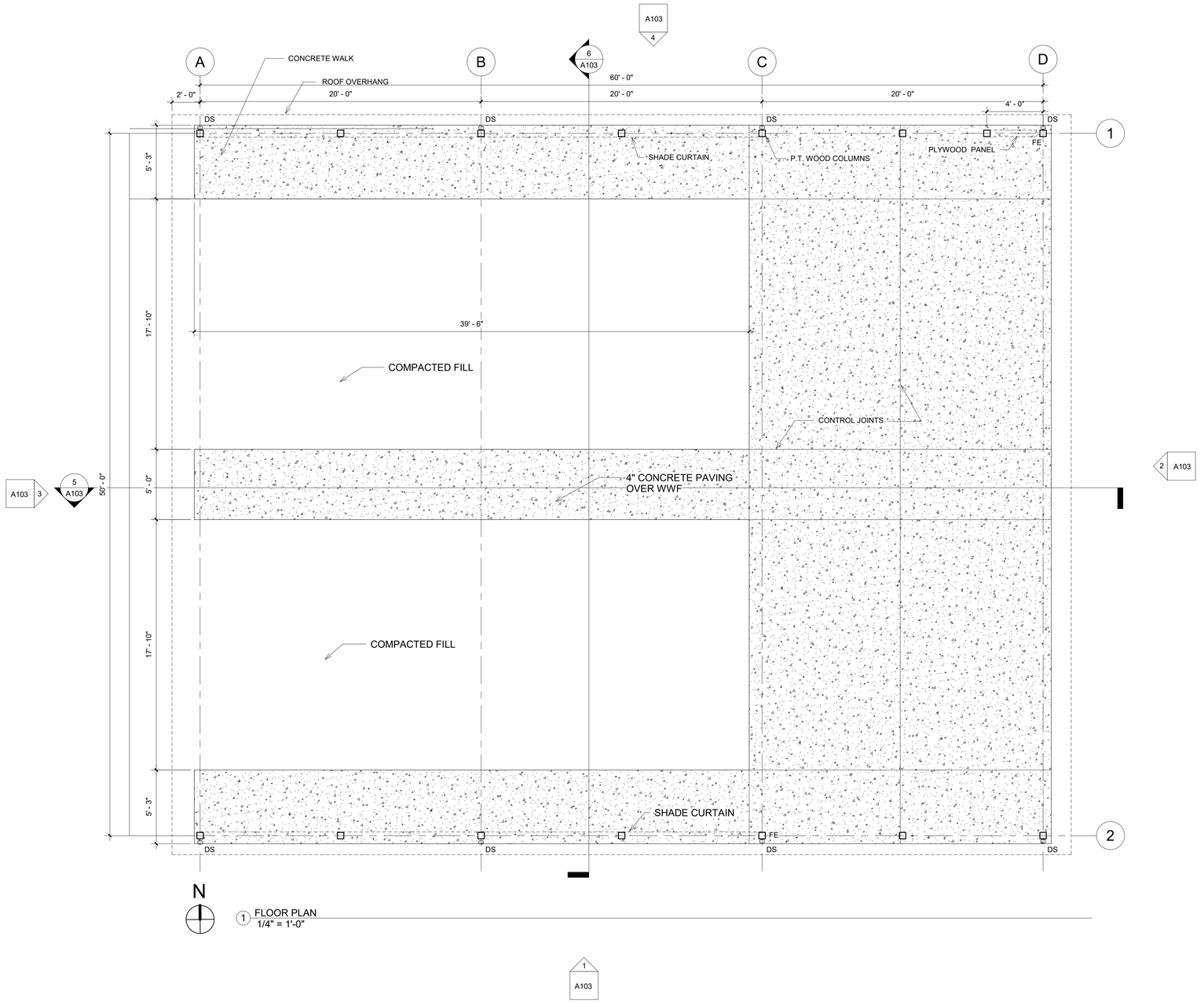
4-H MULTIPURPOSE LIVESTOCK FACILITY
MOLINO, FLORIDA

No.	Description	Date
1	REVISION #1	12/21/17

SECTIONS & DETAILS

Date FEB 12, 2018
Drawn By R TILLMAN
Checked By N KING

C401



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4H - MULTIPURPOSE LIVESTOCK FACILITY

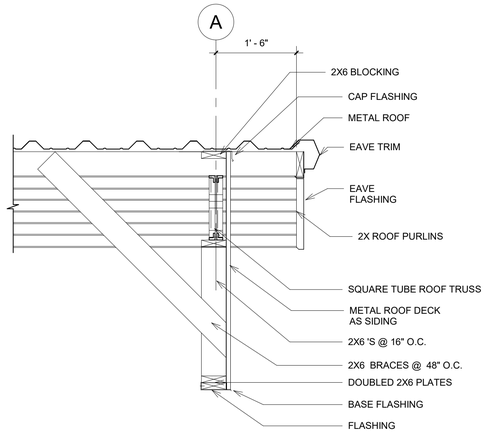
MOLINO, FLORIDA

No.	Description	Date

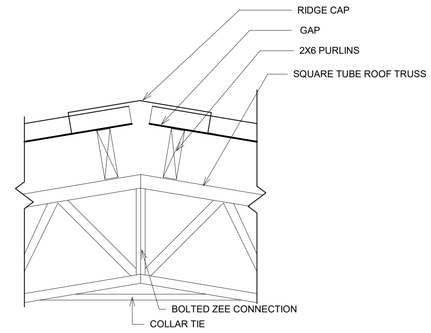
FLOOR PLAN

Date	02/13/2018
Drawn By	MM
Checked By	DA

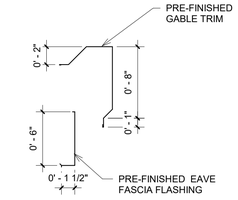
A101



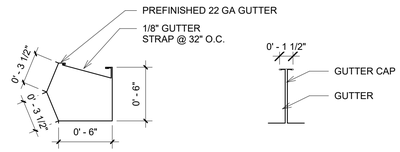
3 ROOF OVERHANG DETAIL
3/4" = 1'-0"



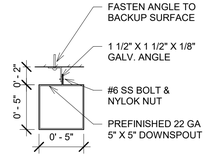
4 RIDGE DETAIL
1 1/2" = 1'-0"



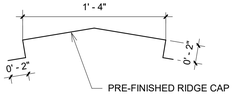
5 EAVE TRIM
1 1/2" = 1'-0"



6 GUTTER DETAIL
1 1/2" = 1'-0"



7 DOWNSPOUT DETAIL
1 1/2" = 1'-0"



8 RIDGE CAP
1 1/2" = 1'-0"

GENERAL STRUCTURAL NOTES

1. MATERIALS SPECIFICATIONBS:

CONCRETE	3,000 PSI AT 28 DAYS
REINFORCING STEEL	ASTM A615 GRADE 60
WELDED WIRE FABRIC	ASTM A185 (FLAT SHEETS)

2. STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 6TH EDITION (2017) AND FOR WIND LOADING IN ACCORDANCE WITH ASCE 7-10 STANDARD CODE AS FOLLOWS:

ROOF LIVE LOAD = 20 PSF (REDUCIBLE PER FBC SECTION 1607.12)

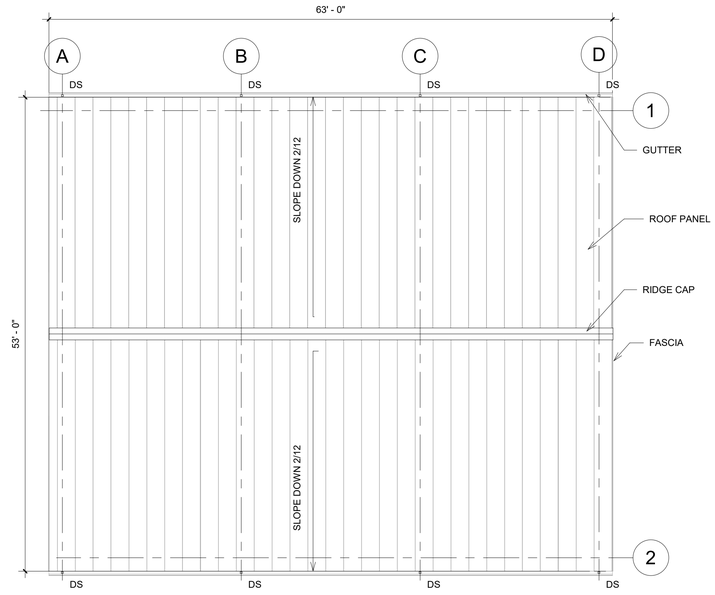
ULTIMATE DESIGN WIND SPEED = 140 MPH
NOMINAL DESIGN WIND SPEED = 108 MPH
BUILDING RISK CATEGORY I (AGRICULTURAL FACILITY)
EXPOSURE C
OPEN BUILDING
INTERNAL PRESSURE COEFFICIENT = N/A

ENGINEERING DESIGN FOR THE POLE BARN STRUCTURE INCLUDING FOUNDATION DESIGN IS TO BE PROVIDED BY THE POLE BARN SUPPLIER. A SUBMITTAL FROM THE DELEGATED DESIGN ENGINEER IS REQUIRED.

3. POLE BARN SPECIFIATIONS:

26 GA PRE-FINISHED STEEL ROOF
*2X6 ROOF PURLINS
GABLE END CLOSURES
SQUARE TUBE METAL TRUSSES
* 8X8 P.T. POSTS
PRE-FINISHED STEEL RIDGE CAP, DRIP EDGE, FASCIA , GUTTER AND DOWNSPOUTS

* Anticipated sizes of materials (Size to handle structural requirements listed above)



N

1 ROOF PLAN.
1/8" = 1'-0"

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4H - MULTIPURPOSE LIVESTOCK FACILITY

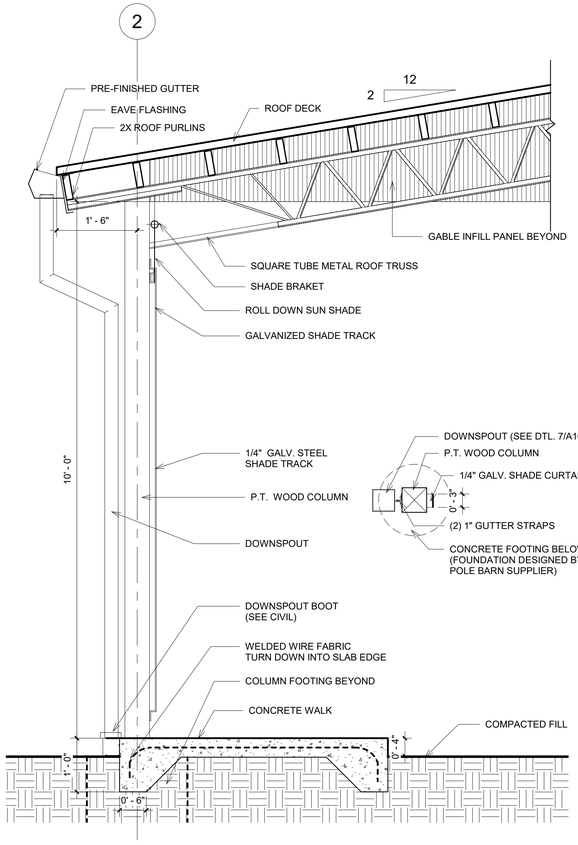
MOLINO, FLORIDA

No.	Description	Date

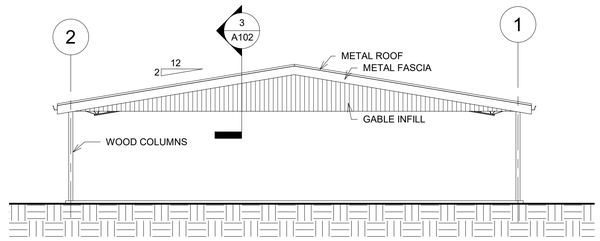
ROOF PLAN

Date	02/13/2018
Drawn By	MM
Checked By	DNA

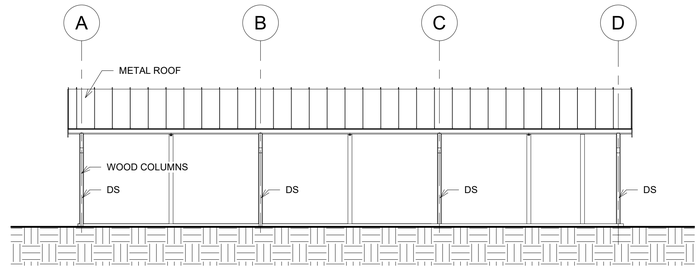
A102



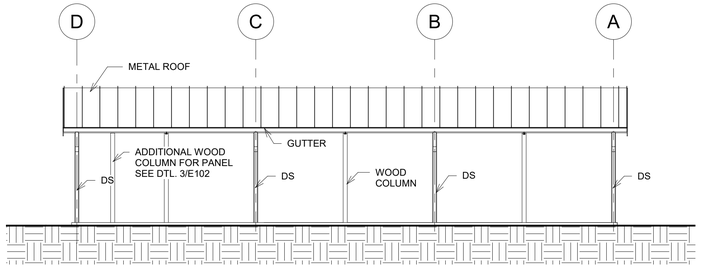
7 WALL SECTION 3
3/4" = 1'-0"



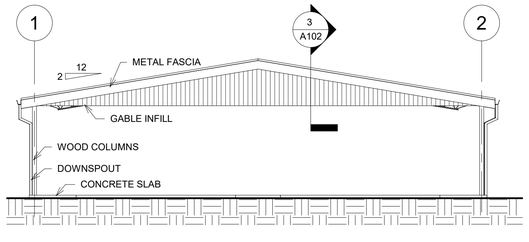
2 EAST ELEVATION
1/8" = 1'-0"



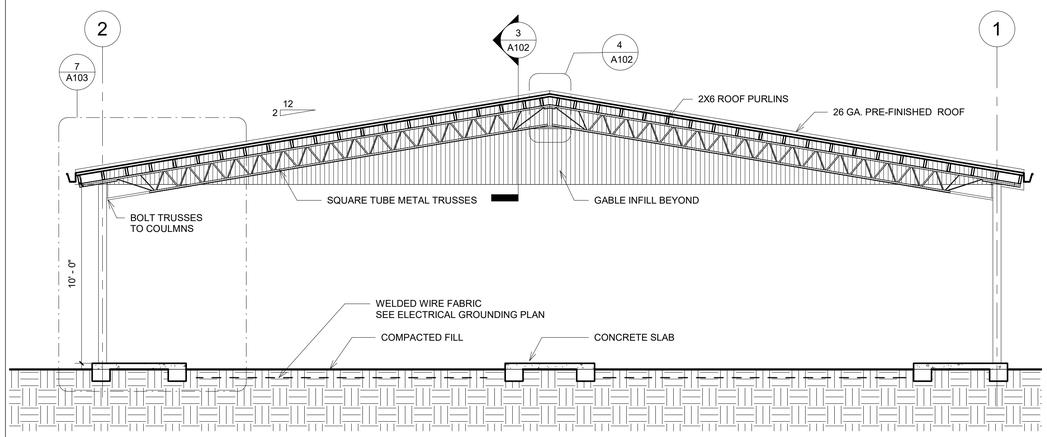
1 SOUTH ELEVATION
1/8" = 1'-0"



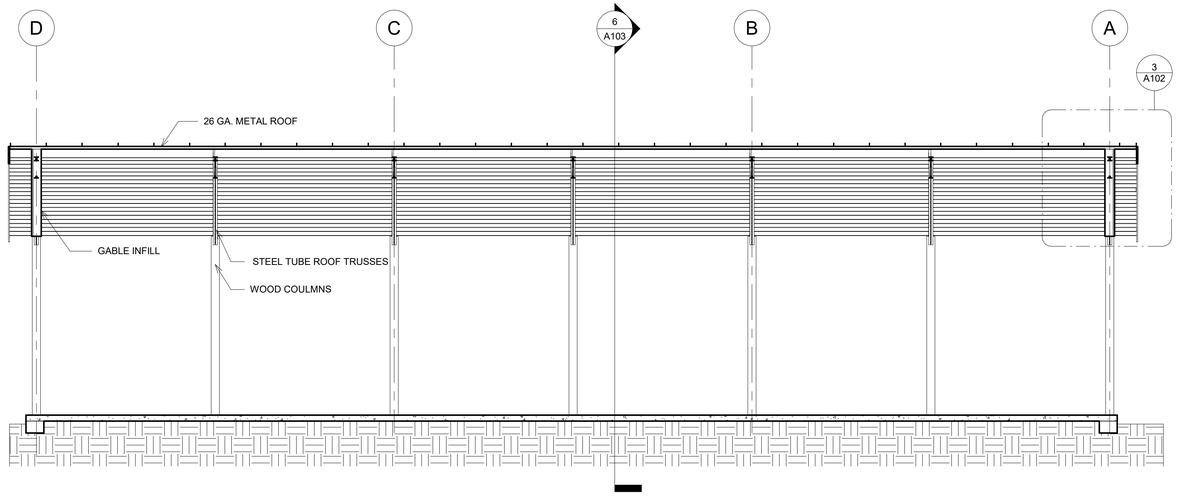
4 NORTH ELEVATION
1/8" = 1'-0"



3 WEST ELEVATION
1/8" = 1'-0"



6 BUILDING SECTION 2
1/4" = 1'-0"



5 BUILDING SECTION 3
1/4" = 1'-0"

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4H - MULTIPURPOSE LIVESTOCK FACILITY

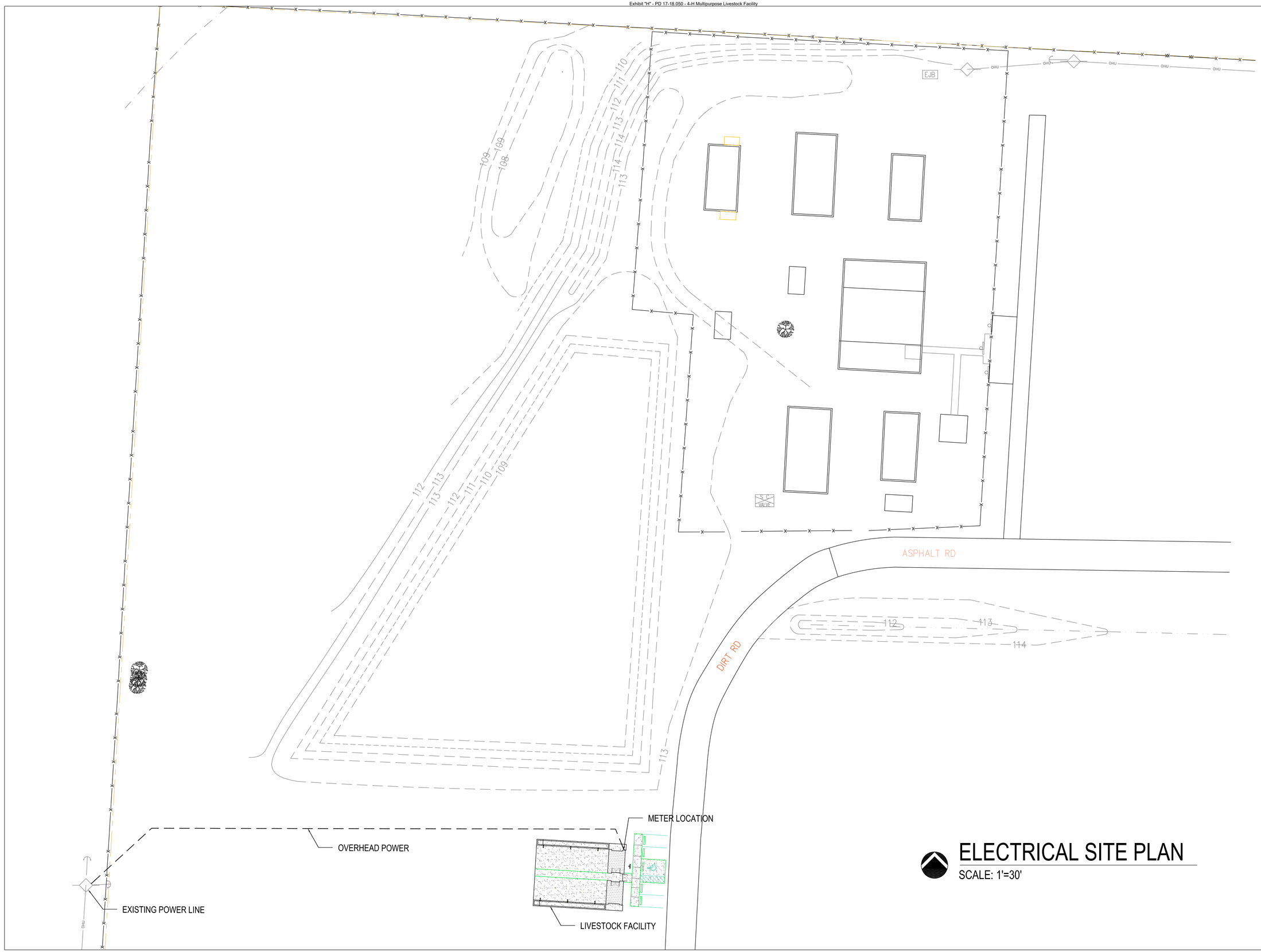
MOLINO, FLORIDA

No.	Description	Date

BUILDING ELEVATIONS & SECTIONS

Date	02/13/2018
Drawn By	MM
Checked By	DA

A103



ELECTRICAL SITE PLAN

SCALE: 1'=30'

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4-H MULTIPURPOSE LIVESTOCK FACILITY

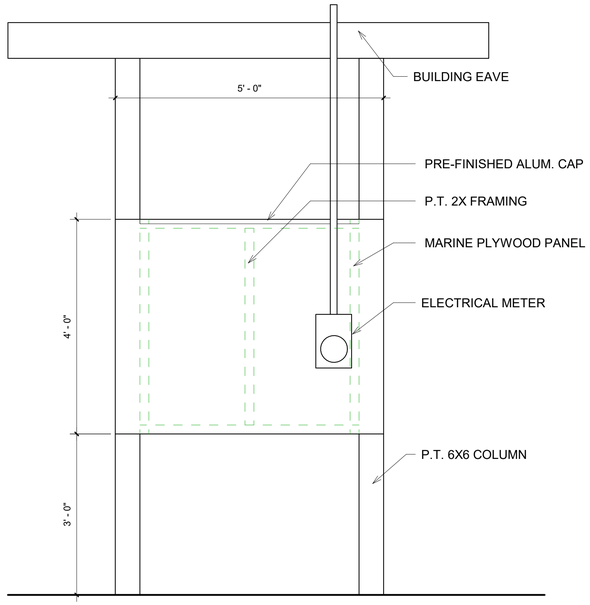
MOLINO, FLORIDA

No.	Description	Date

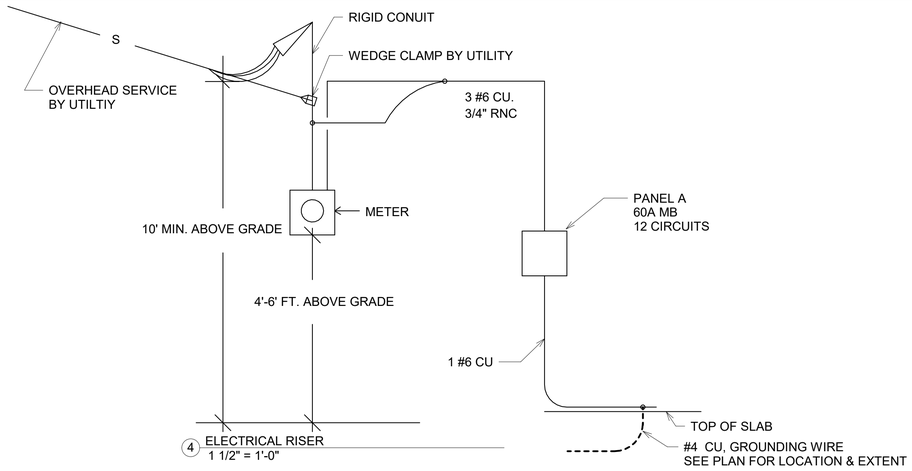
ELECTRICAL SITE PLAN

Date	02/13/18
Drawn By	MM
Checked By	DA

E101



3 ELECTRICAL PANEL DETAIL
3/4" = 1'-0"



4 ELECTRICAL RISER
1 1/2" = 1'-0"

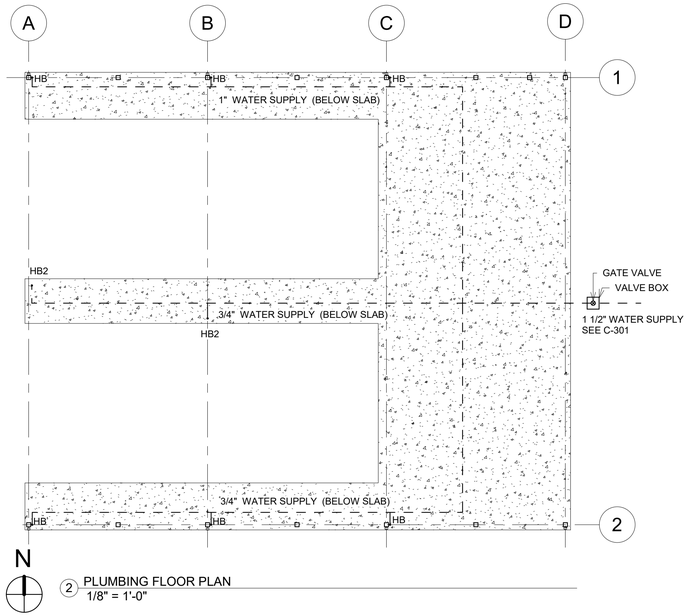
LIGHTING FIXTURE SCHEDULE					
TYPE	MANUFACTURER	CATALOG NUMBER	LAMPS	MOUNTING	DESCRIPTION
FL	LITHONIA	DMW2	LED 4000 LM	SURFACE ON STRUCTURE	2' SEALED FIBERGLASS WITH ACRYLIC LENS

PANEL A 120/1 PHASE 3W LOAD CENTER WITH 60 AMP MAIN BREAKER - 10,000 A/C NEMA 3R

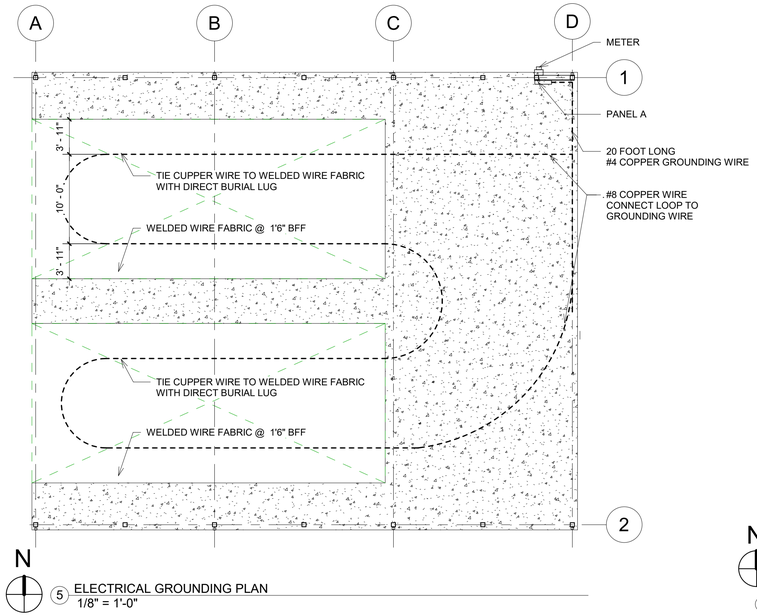
CKT	SERVING	CONN LOAD	CKT BRKR TRIP	CKT BRKR POLE	CKT BRKR TRIP	CKT BRKR POLE	CONN LOAD	SERVING	CKT
1	OPEN AREA LIGHTS	1080	20	1	20	1	900	SOUTH CORD REELS	2 ✳
✳ 3	NORTH CORD REELS	900	20	1	20	1	900	SOUTH CORD REELS	4 ✳
✳ 5	WP RECEPTACLES	720	20	1	20	* 1	900	SOUTH CORD REELS	6 ✳
✳ 7	NORTH CORD REELS	900	20	1	20	* 1	720 *	WP RECEPTACLES	8 ✳
✳ 9	NORTH CORD REELS	900	20	1	20	1		SPARE	10
11	SPARE		20	1	20	1		SPARE	12
	LOAD 7920 VA	33 AMPS							

✳ PROVIDE GFCI BREAKERS

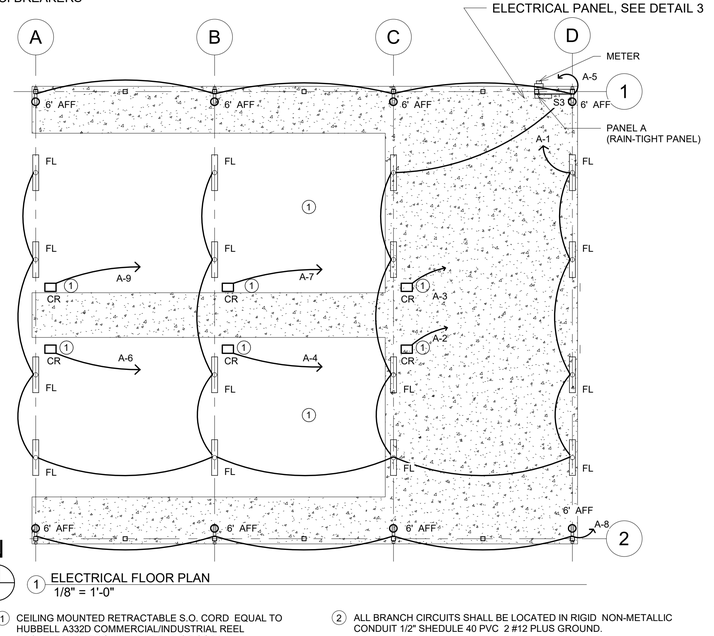
PLUMBING FIXTURE SCHEDULE					
MARK	FIXTURE	BASIS OF DESIGN	DESCRIPTION	MOUNTING	CW
HB	YARD HYDRANT	WOODFORD	Y34 FREEZE PROOF HYDRANT	27" ABOVE FINISHED FLOOR	3/4"
HB2	ISOLATION VALVE		PVC ISOLATION VALVE	IN QUAZITE PC U.G. ENCLOSURE	3/4"



2 PLUMBING FLOOR PLAN
1/8" = 1'-0"



5 ELECTRICAL GROUNDING PLAN
1/8" = 1'-0"



1 ELECTRICAL FLOOR PLAN
1/8" = 1'-0"

1 CEILING MOUNTED RETRACTABLE S.O. CORD EQUAL TO HUBBELL A332D COMMERCIAL/INDUSTRIAL REEL PROVIDE DUPLEX OUTLET AT END OF CORD.

2 ALL BRANCH CIRCUITS SHALL BE LOCATED IN RIGID NON-METALLIC CONDUIT 1/2" SHEDULE 40 PVC 2 #12 PLUS GROUND.

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4H - MULTIPURPOSE LIVESTOCK FACILITY

MOLINO, FLORIDA

No.	Description	Date

PLUMBING & ELECTRICAL

Date 02/13/2018
Drawn By MM
Checked By DA

E102

STANDARD TECHNICAL DESIGN SPECIFICATIONS
4H MULTIPURPOSE LIVESTOCK FACILITY

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01210 - ALLOWANCES

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DIVISION 3 – CONCRETE
03310 – CAST IN PLACE CONCRETE

DIVISION 6 – WOOD AND PLASTICS
06100 – CARPENTRY

DIVISION 7 - THERMAL AND MOISTURE PROTECTION
07900 - JOINT SEALANTS

DIVISION 10 - SPECIALTIES
10532 - FIRE EXTINGUISHERS

DIVISION 31 – SITEWORK
310000 EARTH WORK
311100 CLEARING AND GRUBBING
321213 CONCRETE SIDEWALKS AND CURBS AND GUTTERS
331100 WATER DISTRIBUTION
334000 STORM DRAINAGE UTILTIES

DIVISION 1 SECTION: 01010
GENERAL REQUIREMENTS SUMMARY OF THE WORK

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Section, apply to this Section.

PROJECT DESCRIPTION

This project is for a livestock pavilion and associated storage rooms at the 4H Center in Molino, Florida.

Work includes a wooden Pole Barn, concrete slab, plumbing, and electrical provisions. Site work includes earthwork, concrete paving, storm drainage system. All work shall be as shown on the Contract Documents dated 02/13/18 prepared by Sam Marshall Architects.

CONTRACTOR USE OF PREMISES

General: During the construction period the contractor shall have unlimited use of the premises for construction operations.

The Contractor shall confine operations to areas within Contract limits indicated and designated access. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed, nor used for parking of vehicles of the contractor and workmen or storage of materials and equipment.

END OF SECTION

SECTION 012100- ALLOWANCES

A. GENERAL

A.1 SUMMARY

B. This Section includes administrative and procedural requirements governing allowances.

1. Certain materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

C. Types of allowances include the following:

1. Lump-sum allowances.

A.2 SELECTION AND PURCHASE

B. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

C. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

D. Purchase products and systems selected by Architect from the designated supplier.

A.3 SUBMITTALS

B. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

C. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. PRODUCTS (Not Used)

C. EXECUTION

C.1 EXAMINATION

B. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

C.2 PREPARATION

B. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

C. The Contractor's responsibilities shall be the same as if the Contractor negotiated the work and all work shall be fully coordinated with appropriate subcontractors.

C.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: SIX HUNDRED TWENTY-FIVE and 20/00 Cents ($625.20)
Allowance No. 1 Description: Include an allowance for an Escambia County building permit.

B. Allowance No. 2 ONE THOUSAND SEVEN HUNDRED SIXTEEN Dollars and 32 Cents ($1,706.32) Allowance #2 Description: Include an allowance for roll up shade curtain as shown on detail 4/A104 and revised floor plan A101 dated 12/21/17. The Contractor will be responsible for the installation of the shade cloth system.

END OF SECTION

Gothic Arch Greenhouses

P. O. Box 1564 Mobile, AL 36633

Phone: 1-800-531-4769 Fax: 251-471-5465

E-mail: gothicarch@comcast.net

http://www.gothicarchgreenhouses.com

Quote # JS121736B

Date:	21-Dec-17
Sales Rep:	Jennifer Sellers
Payment Terms:	Upon Order
Quote Valid:	30 Days

SHIP TO:
Mike Marshall
Sam Marshall Architecture
325 S Palafox Street
Pensacola, FL 32502
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BILL TO:

Description	Unit Price	UOM	Quantity	Total
10'4" x 48' Manual Roll- Up Curtain System • 2 each - 1 on each sidewall	$1,198.000	Set	1	$1,198.00
System Includes: • Wire-Lock Base Extrusion • Side Clasp Roll-up Bar, 2" OD with Wirelock Groove in side. Includes splice & Tek screws • Zig-Zag Wire insert • Wind control AND gear guide pipe at operator ends • Wind Post - Bracket assembly w/ top & bottom brackets and 1.315" x 12' pipe & Tek screws • Gear Crank 13:1 gear box w/ 4 guide wheels & internal brake and crank input loop • Roll Bar Adapter 1/2" square shaft, to fit SCRB aluminum roll-bar • Crank Handle 72" long				
50% White Shade Cloth • 2 Each @ 12' x 50'	$0.24	SF	1200	$288.00
				$0.00
				$0.00
Lead Time Approximately 2 - 3 Weeks				

Term: Return of Merchandise: A 15% cancellation fee may be applied to orders cancelled within 10 days of order. A 20% cancellation fee may be applied to orders cancelled after 10 days
Freight: Customer is responsible for the offloading of all material from truck.
Lift gate option is available for attritional cost. (Please inquire with your sales representative for cost)
Sales Tax: Sales tax will apply to all orders originating in the state of Alabama unless proof of tax exemption is submitted with order.

Sub-Total	$1,486.00
Sales Tax	$0.00
Freight	$230.00
Total	$1,716.00

DIVISION 2
SITEWORK

SECTION: 02281
TERMITE TREATMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS:
Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this section.

1.02 SCOPE:
A. This section includes soil poisoning beneath the building and the areas around the perimeter of the building under this contract. The applicator shall be licensed in the area, have a good track record, and have a good history with the Department of Agriculture.

B. Submittals See section 01300, Submittals

C. Termite Control shall meet the requirements of the 2007 Florida Building Code Section 1816, Termite Protection.

1.03 RELATED WORK:
A. Backfilling

1.04 TESTS:
An independent testing laboratory shall take tests to determine compliance with the specifications. The Contractor will pay for laboratory tests.

PART 2 MATERIALS

Treat with a subterranean termiticide, registered by EPA, for said purpose and in full accordance and compliance with label thereon.

Chemicals to be used include, but are not limited to, the following:

- Premise 75 by Bayer Corp. 0.1%
  EPA Registration No. 3125-455
- Termidor SC by Aventis Environmental Science
  EPA Registration No. 432-901 0.125%

PART 3 APPLICATION

Shall be strictly in accordance with the recommendations of National Pest Control Association, applied at the following rates:

1. At each side of exterior walls, apply two gallons per five lineal feet. Apply exterior treatment after final grading.

2. At all penetrations through floor slab, including columns, wall, conduit, etc., apply two gallons per five lineal feet.
3. Under all interior floor slabs on grade, one gallon per ten square feet of area.
4. The treatment of the soil must be done in accordance with the memorandum (no.685) from the Florida department of Agriculture. The application of horizontal and vertical barriers must be done at the full label concentration and in volumes specified on the label. This will require three separate trips by the soils treatment contractor.
5. Forty eight (48) hours prior to application of soil poisoning, the Contractor shall notify the ARCHITECT, Mike Marshall, Sam Marshall Architects at 433-7842, for the purpose of allowing observation of the application if desired.

PART 4 GUARANTEE

Furnish the Owner with a Certified Guarantee, stating the following:

1. Concentration of Poison

2. Rate

3. Method of Application

4. 5 year re-treat warranty

END OF SECTION

SECTION 03310 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.

B. See Division 2 Section "Earthwork" for drainage fill under slabs-on-grade.

1.2 SUBMITTALS

A. Product Data: For each manufactured material and product indicated.

B. Design Mixes: For each concrete mix indicated.

C. Shop Drawings: Include details of steel reinforcement placement including material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports.

D. Material certificates.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

B. Comply with ACI 301, "Specification for Structural Concrete," including the following, unless modified by the requirements of the Contract Documents.

1. General requirements, including submittals, quality assurance, acceptance of structure, and protection of in-place concrete.
2. Formwork and form accessories.
3. Steel reinforcement and supports.
4. Concrete mixtures.
5. Handling, placing, and constructing concrete.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Formwork: Furnish formwork and form accessories according to ACI 301.

B. Steel Reinforcement:

1. Reinforcing Bars: ASTM A 615 Grade 60, deformed.
2. Plain-Steel Wire: ASTM A 82, as drawn.
3. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

C. Concrete Materials:

1. Portland Cement: ASTM C 150, Type I or II or I/II.
2. Normal-Weight Aggregate: ASTM C 33, uniformly graded, not exceeding 1-1/2-inch nominal size.
3. Water: Complying with ASTM C 94.
4. Synthetic Fiber: Fibrillated or monofilament polypropylene fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long.

D. Admixtures:

1. Air-Entraining Admixture: ASTM C 260.
2. Water-Reducing Admixture: ASTM C 494, Type A.
3. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
4. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

E. Vapor Barrier: Polyethylene sheet, ASTM D 4397, not less than 10 mils thick.

F. Curing Materials:

1. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
2. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf.
3. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
4. Water: Potable.
5. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

2.2 CONCRETE MIXES

A. Comply with ACI 301 requirements for concrete mixtures.

B. Prepare design mixes, proportioned according to ACI 301, for normal-weight concrete determined by either laboratory trial mix or field test data bases, as follows:

1. Compressive Strength (28 Days): 3000 psi.
2. Slump: 4 inches.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2.5 to 4.5 percent.

2.3 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with ASTM C 94 and ASTM C 1116.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Formwork: Design, construct, erect, shore, brace, and maintain formwork according to ACI 301.

B. Vapor Barrier: Install, protect, and repair vapor-barrier sheets according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour.

1. Lap joints 6 inches and seal with manufacturer's recommended tape.

C. Steel Reinforcement: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor barrier. Repair damage and reseal vapor barrier before placing concrete.

D. Joints: Construct joints true to line with faces perpendicular to surface plane of concrete.

1. Construction Joints: Locate and install so as not to impair strength or appearance of concrete, at locations indicated or as approved by Architect.

2. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

a. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
b. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

E. Tolerances: Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

3.2 CONCRETE PLACEMENT

A. Comply with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

B. Consolidate concrete with mechanical vibrating equipment.

3.3 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Completely remove fins and other projections.

1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting.
2. Apply smooth-rubbed finish, defined in ACI 301, to smooth-formed finished concrete.

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.4 FINISHING UNFORMED SURFACES

A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on the surface.

1. Do not further disturb surfaces before starting finishing operations.

C. Float Finish: Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing.

D. Nonslip Broom Finish: Apply a nonslip broom finish to surfaces indicated and to exterior concrete platforms, steps, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

3.5 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection, and follow recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions occur before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface. Cure formed and unformed concrete for at least seven days as follows:

1. Moisture Curing: Keep surfaces continuously moist with water or continuous water-fog spray or absorptive cover, water saturated and kept continuously wet.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: The Contractor will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Tests will be performed according to ACI 301.

1. Testing Frequency: One composite sample for each day's pour of each concrete mix exceeding 5 cu. yd, but less than 25 cu. yd, plus one set for each additional 50 cu. yd. or fraction thereof.
2. Testing Frequency: At least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.
3. Test Cylinders: A minimum of four (4) shall be cast for each composite sample. Test one (1) at seven (7) days, two (2) at twenty-eight (28) days and hold one (1) as a spare.

END OF SECTION

DIVISION 6
WOOD AND PLASTICS

SECTION: 06100
CARPENTRY

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this section.

1.02 SCOPE:

Includes carpentry work and material necessary for a complete installation.

1.03 RELATED WORK:

1. Pole Barn Structure

1.04 STANDARDS:

Each piece of lumber and plywood shall have a grade mark of an agency certified by the board of review of the American Lumber Standards Committee.

1.05 SUBMITTALS:

Provide (7) seven copies of manufacturers shop drawings and installation instructions.

PART 2 MATERIALS

2.01 Framing and Blocking shall be #2 dense SYP of sizes and dimensions were shown. Members used on the exterior and in contact with concrete or masonry shall be pressure treated.

2.02 Plywood shall be 5/8" CDX, pressure treated on exterior applications and non-pressure treated on interior applications.

PART 3 INSTALLATION

3.01 Blocking and grounds shall be installed in a manner to eliminate cupping and warping. Members over 4" nominal width shall be kerfed on down side. Blocking shall be bolted to sub structure or otherwise securely attached to prevent movement. Nails will be double galvanized common nails of appropriate size (or galvanized screw nails).

END OF SECTION

SECTION 07900 - JOINT SEALERS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide sealants at intersection of building components.

1.02 SUBMITTALS

A. Submit for approval samples, product data.

1.03 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Joints designed for expansion and movement conditions at site:

1. Exterior joints on vertical surfaces: Non-sag polyurethane; Pecora Dymonic or Tremco Dymeric or approved equal. FOR METAL BUILDING ROOFING AND SIDING USE exterior grade silicone sealant recommended by roofing manufacturer
2. Interior joints, joints at mirrors: Acrylic latex; Tremco Acrylic Latex or approved equal.
4. Seam sealant for small metal to metal joints; Tremco Seam Sealer or approved equal.
5. Precompressed expanding foam secondary sealant; Emseal Greyflex or approved equal.
6. Primers, bond breakers, and backer rods compatible with sealant and adjacent surfaces.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Examine substrate; report unsatisfactory conditions in writing. Beginning work means acceptance of substrates.

B. Provide sealants in colors as selected from manufacturer's standards. Sealants shall match adjacent surfaces unless otherwise specified.

C. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Clean and prime joints, and install bond breakers, backer rods and sealant as recommended by manufacturers.

D. Depth shall equal width up to 1/2" wide; depth shall equal 1/2 width for joints over 1/2" wide, except fill joints completely with fire-retardant products.

E. Cure and protect sealants as directed by manufacturers. Replace or restore damaged sealants. Clean adjacent surfaces to remove spillage.

END OF SECTION

DIVISION 10 SPECIALTIES

SECTION: 10522 FIRE EXTINGUISHERS

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this section.

1.02 SCOPE:

This section includes the furnishing and installation of extinguisher cabinets and extinguishers.

1.03 SUBMITTALS:

Shop drawings and manufacturer's product data will be furnished the Architect for approval prior to ordering. See Section 013300 for submittal requirements.

1.04 SUBSTITUTIONS:

Cabinets and Extinguishers Specified are as manufactured by Larsen Manufacturing Co., but equal & similar units by Elkhart Brass Manufacturing Co., or J. & L. Industries or equal will be considered.

PART 2 MATERIALS

2.01 EXTINGUISHERS

Provide extinguishers MP10 - UL Rating 4A-60B-C with wall mounting brackets. Provide the number of units shown on the plans, designated FE.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Preparing and grading subgrades for slabs-on-grade, walks, pavements, and landscaping.
   2. Excavating and backfilling for buildings and structures.
   3. Base course for walks and pavements.
   4. Subsurface drainage backfill for walls and trenches.
   5. Excavating and backfilling trenches within building lines.
   6. Excavating and backfilling for underground mechanical and electrical utilities and appurtenances.

B. Related Sections: The following Sections contain requirements that relate to this Section.
   1. Division 32 Section "Landscape Establishment" for finish grading, including placing and preparing topsoil for lawns and planting.
   2. Division 03 Section "Concrete" for concrete encasings, cradles, and appurtenances for utility systems.

1.3 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below base, drainage fill, or topsoil materials.

C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.

D. Base Course: The layer placed between the subbase and surface pavement in a paving system.

E. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by A/E or Owner. Unauthorized excavation, as well as remedial work directed by A/E or Owner, shall be at the Contractor's expense.

F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

G. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

1.4 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract and Division 01 Specification Sections.

B. Test Reports: In addition to test reports required under field quality control, submit the following:

1. Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources.

2. One optimum moisture-maximum density curve for each soil material.

3. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.5 QUALITY ASSURANCE

A. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction.

B. Testing and Inspection Service: Employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soils to verify that soils comply with specified requirements and to perform required field and laboratory testing. Should any work or materials fail to meet the requirements set forth in the plans and specifications, Contractor shall pay for retesting of same.

1.6 PROJECT CONDITIONS

A. Site Information: Data in subsurface investigation reports was used for the basis of the design and are available to the Contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood the Engineer/Architect will not be responsible for interpretations or conclusions drawn there from by the Contractor. Data is made available to the Contractor.

B. Existing Utilities: Do not interrupt existing utilities except when permitted in writing by the Owner and then only after acceptable temporary utility services have been provided.

1. Provide a minimum 48-hours notice to Owner and receive written notice to proceed before interrupting any utility.

C. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shutoff services if lines are active.

D. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

1. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations.

B. Satisfactory Soil Materials: ASTM D 2487 USCS soil classification groups GW, GP, GM, SW, SP, and P-SM; and SP-SC free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter. The fill material shall have a Modified Proctor (ASTM D1557) maximum Dry Density of at least 100 pcf, contain less than 10% fines passing the No. 200 sieve, and be Non-Plastic (NP). Materials not meeting these specifications shall not be used as structural fill.

C. Unsatisfactory Soil Materials: ASTM D 2487 USCS soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.

D. Backfill and Fill Materials: Satisfactory soil materials.

E. Base Material: Graded Aggregate Base per FDOT Specification 204, Standard Specifications for Road and Bridge Construction, latest edition.

F. Engineered Fill: Base materials.

G. Bedding Material: Base materials with 100 percent passing a 1 inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Filtering Material: For stormwater filter applications filter material is to be clean or washed sand with Uniformity Coefficient 1.5 – 4.0, grain size 0.2 – 0.55 mm, coefficient of permeability 2.0 to 5.0 feet per hour.

I. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

PART 3 - EXECUTION

3.1 PREPARATION

A. The site shall be stripped of existing structures, all organic materials, all vegetation, root systems, organic topsoil, debris, and any other deleterious material, in phases, so as to prevent and impede erosion and sedimentation. The exposed sub-grade shall be compacted to a minimum soil density of 95% of the Modified Proctor Density (ASTM D1557) with large traffic sized non-vibratory equipment. Any areas of unsuitable or compressible

material shall be removed or undercut to a stable sub-grade material or if a stable sub-grade is not encountered a minimum of three feet below the compacted sub-grade. The undercut area should then be backfilled with clean course sand fill materials and compacted to 95% of the Modified Proctor Test (ASTM D1557). The site can be filled, by placing and mechanically compacting 6-8 inch lifts with large traffic sized non-vibratory equipment. Each lift should be compacted to a minimum soil density of 95% of the Modified Proctor Test unless specified otherwise, prior to placement of successive lifts. The top 12 inches of sub-grade should be compacted to a minimum soil density of 95% of the Modified Proctor Test, unless specified otherwise. See geotechnical report for additional information and recommendations.

B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

C. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

D. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 DEWATERING

A. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

C. The Contractor shall prevent the accumulation of water in the excavated areas, and shall remove by pumping or other means, any water that accumulates in the excavation. The Contractor shall prevent the accumulation of water in both structural and trench excavations and shall remove by well point system or by other means, water which accumulates in the excavation. The Contractor shall provide, install, operate and maintain pumps, well points, sumps, suction and discharge lines, and other de-watering system components necessary to convey water away from excavations.

1. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.
2. No sanitary sewer shall be used for disposal of water in either trench or structural excavations.

D. The Contractor shall be responsible for and ensure all effluent water from the de-watering operations meets or exceeds FDEP and ACOE water quality standards prior to entering jurisdictional water bodies.

3.3 EXCAVATION

A. Explosives: Do not use explosives.

B. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.

3.4 STABILITY OF EXCAVATIONS

A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations. Comply with all OSHA trench safety requirements.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1.2 inches. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Method of excavation at Contractor's option subject to the approval of the Engineer.

B. The Contractor will use caution when excavating under tree roots and under and around structures and utilities. Excavate by hand when necessary or appropriate.

C. Excavate trenches to indicated slopes, lines, depths, and invert elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

D. Excavate trenches to uniform widths as narrow as possible and yet provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: As indicated

E. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove stones and sharp objects to avoid point loading.

1. For pipes or conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.

2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.

3.8 SHEETING, SHORING AND BRACING

A. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.

B. Leave sheeting and shoring in place where removal might cause damage to work or as otherwise indicated on drawings.

C. When moveable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

3.9 APPROVAL OF SUBGRADE

A. Notify A/E and Owner of any subgrade conditions which appear unsatisfactory.

B. When A/E and Owner determine that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

1. Unforeseen additional excavation and replacement material will be paid according to the Contract provisions for changes in Work.

C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by A/E and Owner.

3.10 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending indicated bottom elevation of concrete foundation or footing to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position when acceptable to A/E and Owner.

1. Fill unauthorized excavations under other construction as directed by A/E and Owner.

B. Where indicated widths of utility trenches are exceeded, provide stronger pipe, or special installation procedures, as required by A/E and Owner.

3.11 STORAGE OF SOIL MATERIALS

A. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.12 BACKFILL

A. Backfill excavations promptly, but not before completing the following:

1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for record documents.
3. Testing, inspecting, and approval of underground utilities.
4. Concrete formwork removal.
5. Removal of trash and debris from excavation.

3.13 UTILITY TRENCH BACKFILL

A. Place and compact bedding course after bottom of trench has been excavated to proper depth and grade. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

B. Concrete backfill trenches that carry below or pass under footings and that are excavated within 18 inches of footings. Place concrete to level of bottom of footings.

C. Place and compact initial backfill of satisfactory soil material or subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.

D. Coordinate backfilling with utilities testing.

E. Area under pavement and walks or within buildings shall be mechanically compacted to the top of the subgrade in 8 inch lifts to a minimum of 98 percent of the Modified Proctor Test.

F. Place and compact final backfill of satisfactory soil material to final subgrade.

G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

H. No trench shall be open over night.

3.14 FILL

A. Preparation: Remove vegetation, topsoil, debris, wet, and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.

1. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.

B. Place fill material in layers to required elevations for each location listed below.

1. Under grass, use satisfactory excavated or borrow soil material.

2. Under walks and pavements, use base material, or satisfactory excavated or borrow soil material.

    a. Fill soils beneath walks and pavements shall be compacted to a minimum soil density of 95% of the Modified Proctor Test.

3. Under steps and ramps, use base material.

    a. Fill soils beneath walks and pavements shall be compacted to a minimum soil density of 95% of the Modified Proctor Test.

4. Under footings and foundations, use engineered fill.

    a. Buildings: Prior to placing fill soils, the top 12 inches of ground surface shall be compacted with non-vibratory traffic sized equipment to a minimum soil density of 98% of the Standard Proctor Test. Structural fill soils should be placed in maximum 8 inch lifts compacted to a minimum soil density of 98% of the Modified Proctor Test. The top 8 inches of the building pad shall be compacted to a minimum soil density of 98% of the Modified Proctor Test.

    b. Footings: The soil immediately beneath footings shall be compacted with a large mechanical plate tamper or jumping jack to a minimum soil density of 98% of the Modified Proctor Test. If moisture conditions are elevated and pumping is encountered, the footings shall be undercut and backfilled with compacted soils. The depth of the undercutting will depend on the width of the footings, and the conditions present at the time of construction. If these condition are encountered, the Contractor shall contact the geotechnical engineer for the conditions to be evaluated and a recommendation made.

3.15 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density. Only suitable material free from excessive moisture shall be used for fill or backfill.

    a. Stockpile or spread and dry removed wet satisfactory soil material.

3.16 COMPACTION

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy non – vibratory compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.

C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM D 1557:

1. Under structures, building slabs, steps, and pavements, compact the top 12 inches below subgrade and each layer of backfill or fill material at 98 percent maximum dry density.
2. Under walkways, compact the top 6 inches below subgrade and each layer of backfill or fill material at 95 percent maximum dry density.

3.17 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between existing adjacent grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
   1. Lawn or Unpaved Areas: Plus or minus 1.2 inches.
   2. Walks: Plus or minus 1/2 inch.
   3. Pavements: Plus or minus 1/2 inch.

C. Grading Inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10 foot straightedge.

D. The finish floor elevation of concrete floor slabs on fill shall be at least 8 inches above the finish grade elevation at its highest elevation at any point around the building.

3.18 BASE COURSES

A. Under pavements and walks, place base course material on prepared subgrades.
   1. Compact base courses at optimum moisture content to required grades, lines, cross sections and thickness to not less than 100 percent of ASTM D 1557 relative density.
   2. Shape base to required crown elevations and cross-slope grades.
   3. When thickness of compacted base course is 8 inches or less, place materials in a single layer.

3.19 FIELD QUALITY CONTROL

A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
   1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), or ASTM D 2937 (drive cylinder method), as applicable.

a. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the moisture gages according to ASTM D 3017.

b. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.

2. Footing Subgrade: At footing subgrades, perform at least one test of each soil stratum to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of each subgrade with related tested strata when acceptable to A/E and Owner.

3. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, perform at least one field in-place density test for every 5,000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.

4. Foundation Wall Backfill: In each compacted backfill layer, perform at least one field in-place density test for each 100 feet or less of wall length, but no fewer than two tests along a wall face.

5. Trench Backfill: In each compacted initial and final backfill layer, perform at least one field in-place density test for each 300 feet or less of trench, but no fewer than two tests.

B. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.

3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace material to depth directed by the Engineer; reshape and recompact at optimum moisture content to the required density.

C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

D. Erosion control: The Contractor shall be responsible for the prevention of erosion from the site, the control of turbidity generated on site and for maintaining graded surfaces, for the duration of the project. The Contractor shall take whatever steps necessary to prevent erosion and will be responsible for any damages that might occur to down-land properties

as a result of increased run-off from the site during construction. Erosion control methods shall be in accordance with requirements of authorities having jurisdiction.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 31 00 00

SECTION 31 11 00

CLEARING AND GRUBBING

PART 1: GENERAL

1.1 General Description of Work

A. Clearing and grubbing on project site of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter within limits described in specifications or as shown on plans.

B. Clearing and grubbing shall be in advance of grading and trenching operations except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.

C. Disposal of all debris resulting from clearing and grubbing work.

1.2 Protection of Adjacent Work: Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants which are not to be removed from injury or damage.

1.3 Protection from Erosion

A. Contractor shall protect all disturbed areas from erosion and sediment migration off-site.

B. Repair any areas damaged by erosion.

C. Clean erosion sediment from affected areas.

D. Comply with all Florida Department of Environmental Protection (FDEP) and United States Environmental Protection Agency (EPA) requirements for management of stormwater during construction activities.

PART 2: PRODUCTS

2.1 Materials: Provide materials required to perform work as specified.

PART 3: EXECUTION

3.1 Clearing

A. Clear all areas covered by, roads, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, downed-timber and debris unless shown or directed otherwise.

C. Removal of trees and shrubs shall include removal of stumps and roots to the extent that no root greater than three (3) inches in diameter remains within five (5) feet of an underground structure or utility or under footings or paved areas.

3.2 Grubbing

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction boundary. Grubbing in open areas shall include removal of stumps and three (3) inch roots to two feet below finish grade elevations.

B. Blasting is not permitted.

3.3 Removal of Debris and Cleanup

A. All debris resulting from stripping and demolition operations shall be removed from the Owners property at frequent intervals to prevent debris from accumulating on-site.

B. Burning of debris on-site will not be permitted.

C. Materials cleared and grubbed shall be the property of the Contractor and shall be his responsibility for disposal.

D. Protection of existing trees – Contractor shall exercise extreme caution in protection of trees designated to remain. Any tree not specifically shown to be removed is designated to remain.

PART 4: MEASUREMENT AND PAYMENT

4.1 Clearing and Grubbing

A. When not listed as a separate contract pay item, clearing and grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.

B. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

END OF SECTION 31 11 00

SECTION 32 16 13

CONCRETE SIDEWALKS AND CURBS & GUTTERS

PART 1 – GENERAL

1.1 DESCRIPTION

A. The work specified in this Section consists of the construction of Portland cement concrete curb and gutter, concrete traffic separator, valley gutter, special concrete gutter, sidewalks and any other types of concrete curb not specified in other Sections. The various items shall be constructed in accordance with these specifications and in conformity with the lines, grades, dimensions and notes shown in the plans.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Concrete: All work under this Section and any exterior concrete shall be of 4,000 PSI Concrete as specified in Section 347 of the Florida Department of Transportation Specifications for Road and Bridge Construction, latest edition, hereinafter referred to as F.D.O.T. Specifications. (Disregard mention of 2500 psi concrete in FDOT Specification).

B. Reinforcement: Any steel reinforcement required by the plans shall conform to the requirements of Section 415 of the F.D.O.T. Specifications.

C. Joint Materials: Joint materials for the various items shall be in accordance with Section 932 of the F.D.O.T. Specifications. Submit to Engineer for approval.

D. Concrete Mix, Design, and Testing:

Design Mix to produce normal-weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water-reducing admixture (superplasticizer), air-entraining admixture, and water to produce the flowing properties:

Compressive Strength: 4000 psi, minimum at 28 days, unless otherwise indicated. W/C ratio 0.58 maximum (non air-entrained), 0.46 maximum (air-entrained).

Slump Range: Not more than 8" after addition of HRWR admixture (superplasticizer) to verified 2"-3" slump; not more than 3" for ramps, slabs and sloping surfaces; not more than 4" for other concrete.

Air Content: 5 to 8 percent.

All sampling and testing shall be conducted by a geotechnical engineer registered in the State of Florida. Submit test results directly to the Engineer. The following test shall be taken:

28 day compressive test of concrete, minimum of 3 test cylinders per 50 cubic yards of concrete poured. If less than 50 cubic yards is poured, then a minimum of three test cylinders per day.

Air content, minimum one test for each day's pour.

Slump test, minimum three tests per 50 cubic yards of concrete poured. If less than 50 cubic yards is poured, then a minimum of three tests per day.

Contractor shall replace materials removed for testing purposes.

Should any work or material fail to meet the requirements set forth in the plans and specification, Contractor shall pay for retesting of same.

Contractor shall notify the testing laboratory 24 hours prior to work being ready for testing. Contractor shall coordinate with and assist testing laboratory.

2.2 FORMS

A. Form Materials: Forms for this work shall be made of either wood or metal. They shall be straight, free from warp or bends and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line and grade. For all items constructed on a radius, the Contractor will be required to use flexible spring steel forms or laminated boards, unless otherwise permitted by the Engineer. Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.

B. Depth of Forms: Forms shall have a depth equal to the plan dimensions for the depth of concrete being deposited against them.

C. Machine Placement: Placing of these items by machine methods may be allowed with the approval of the Engineer provided that an acceptable finished product, true to line, grade and cross section, is consistently produced.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

A. Remove all loose material from compacted sub-grade surface immediately before placing concrete.

B. The sub-grade shall be uniformly graded, compacted and thoroughly dampened. There shall not be any soft or muddy spots, or free standing water on the sub-grade.

3.2 EXCAVATION

A. Excavation shall be to the required depth, and the foundation material upon which these items are to be placed shall be compacted as specified in Section 120-9 of the F.D.O.T. Specifications.

3.3 FORM CONSTRUCTION

A. Set forms to the required grades and lines, braced and secured. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check complete formwork for grade and alignment to following tolerances:

C. Top of forms not more than 1/8 inch in 10 feet.

D. Vertical face on longitudinal axis, not more than 1/4 inch in 10 feet.

E. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

3.4 REINFORCEMENT

A. Clean reinforcement of loose rust and mill, scale, earth, ice, and other materials that reduce or destroy bond with concrete.

B. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runner, bolsters, spacers and hangers, as required.

C. Place reinforcement to obtain at least the minimum coverage for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operation. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

3.5 CONCRETE PLACEMENT

A. Do not place concrete until subgrade and forms have been checked for line and grade. Moisten sub-grade if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

B. Place concrete by methods that prevent segregation of mix. Consolidate concrete along face of form and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

C. Use bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

D. Deposit and spread concrete in a continuous operation between transverse joins or in layers of such thickness that no concrete will be placed on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness. If interrupted for more than 1/2-hour, place a construction joint. Deposit concrete as nearly as practical to its final location to avoid segregation.

E. When adjacent pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained sufficient strength to carry loads without injury.

F. Fabricated Bar Mats: Keep mats clean and free from excessive rust, and handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

G. Place concrete in 2 operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay fabricated bar mats immediately in final position. Place top layer of concrete, strike off and screed.

H. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer or use bonding agent if acceptable to Engineer.

I. Curbs and Gutters: Automatic machines may be used for curb and gutter placement at Contractor's option. If machine placement is to be used, submit revised mix design and laboratory test results that meet or exceed minimums specified. Machine placement must produce curbs and gutters to required cross sections, line, grades, finish and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

3.6 JOINTS

A. Expansion Joints: Provide pre-molded joint filler for expansion joints abutting concrete curbs, valve boxes, manholes, structures, walks and other fixed objects, unless otherwise indicated. Extend joint fillers full width and depth of joint, not less than 1/2 inch or more than 1 inch below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together. Protect top edge of joint filler during concrete placement with a metal cap or other temporary material Remove protection after concrete has been placed on both sides of joint. Locate expansion joints at a distance equal to the width of the walk/slab.

   For curb, locate expansion joints every 20', at end of a run, at all inlets and radius points and at other locations indicated on plans.

B. Filler and Sealants: Sonolastic SL2 sealant or approved equal, submit specifications to Engineer for approval.

C. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for more than 1/2 hour, except where such placements terminate at expansion joints. Located and install construction joints so as not to impair strength and appearance of the structure, as acceptable to Engineer.

D. Isolation Joints in Slabs-on-Ground: Construct isolation joints in slabs-on-ground at points of contact between slabs on ground and vertical surfaces.

E. Control Joints: At intervals not greater than half the width of the walk/slab (see plans), the concrete shall be scored or saw-cut to a depth equal to one-third (1/3) the total depth of the concrete.

3.7 CONCRETE FINISHING

A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.

B. After floating, test surface for trueness with a 10-ft. straightedge. Distribute concrete as required to remove surface irregularities, and re-float repaired areas to provide a continuous smooth finish.

C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2-inch radius, unless otherwise indicated. Eliminate tool marks on concrete surface.

D. After completion of floating and when excess moisture or surface sheen has disappeared, complete troweling and finish surface as follows:

1. Broom finish by drawing a fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to Engineer. Wash broom clean of excess and dried concrete as necessary during finishing operations.

2. On inclined slab surfaces, provide a coarse, non-slip finish by scoring surface with a stiff-bristled broom, perpendicular to line of traffic. Wash broom clean of excess and dried concrete as necessary during finishing operations.

3. Burlap finish by dragging a seamless strip of damp burlap across concrete, perpendicular to line of traffic. Repeat operation to provide a gritty texture acceptable to Engineer.

D. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by Engineer. Plastering will not be permitted on the face of the curb, and any rejected curb, curb and gutter or valley gutter shall be removed and replaced without additional compensation.

E. Curb Final Finish: All exposed surfaces shall be given a finish while the concrete is still green. In general, only a brush finish will be required. For any surface areas, however, which are too rough or where other surface defects make additional finishing necessary, the Engineer may require that the curb be rubbed to a smooth surface with a soft brick or wood block, with water used liberally, Also, if necessary, further to provide a suitable surface, the Engineer may require additional rubbing, using a thin grout or mortar.

3.8 CURING

A. General:

1. The concrete shall be continuously cured for a period of at least 7 days. Curing shall be commenced after finishing has been completed and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Any curing material removed or damaged during the 7 day period shall be replaced immediately.

2. After forms are removed, the surfaces exposed shall be cured by lacing a berm of moist earth against them or by any of the methods described below, for the remainder of the 7 day curing period.

B. Wet Burlap Method: Burlap, as specified in 925-1, of theF.D.0.T. specifications, shall be placed over the entire exposed surface of the concrete, with sufficient extension beyond each side to insure complete coverage. Adjacent strips shall be overlapped a minimum of 150 mm (6”). The burlap shall be held securely in place such that it will be in continuous contact with the concrete at all times and no earth shall be permitted between the burlap surface at laps or between the burlap and the concrete. The burlap shall be saturated with water before being placed and shall be kept thoroughly wet throughout the curing period.

C. Membrane Curing Compound Method: Clear membrane curing compound or white-pigmented curing compound, as specified in 925-2 of the F.D.0.T. Specifications, shall be applied by a hand sprayer meeting the requirements of 350-3.1 0 of the F.D.0.T. Specifications, in a single-coat continuous film at a uniform coverage of at least 0.2 L/m^2 (1 gallon/200 S.F.). Any cracks, checks or other defects appearing in the coating shall be recoated immediately. The curing compound shall be thoroughly agitated in the drum prior to application, and during application as necessary to prevent settlement of the pigment.

D. Polyethylene Sheeting Method: Polyethylene sheeting, as specified in 925-3 of the F.D.O.T. Specifications, shall be placed over the entire exposed surface of the concrete, with sufficient extension beyond each side to insure complete coverage. Adjacent strips shall be overlapped a minimum of 150 mm (6”). The sheeting shall be held securely in place such that it will be in continuous contact with the concrete at all times.

3.9 BACKFILLING AND COMPACTION

A. After the concrete has set sufficiently, but not later than 3 days after pouring, the spaces in front and back of the curb shall be refilled to the required elevation, with suitable material, which shall be placed and thoroughly compacted in layers not thicker than 150 mm (6”).

3.10 SURFACE REQUIREMENTS

A. The gutter section of curb and gutter shall be tested with a 3.048 m (10’) straightedge laid parallel to the center line of the roadway, and while the concrete is still plastic. Straight edging shall be done along the edge of the gutter adjacent to the pavement or along other lines on the gutter cross section, as directed by the Engineer. Irregularities in excess of 6 mm (1/4”) shall be immediately corrected.

3.11 REPAIRS AND PROTECTIONS

A. Repair or replace broken or defective concrete, as directed by Engineer.

B. Drill test cores where directed by Engineer when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory

pavement areas with Portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage as they occur.

D. Sweep concrete pavement and wash fee of stains, dirt, and other foreign material just before final inspection.

END OF SECTION 32 16 13

SECTION 33 11 00

WATER DISTRIBUTION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The publications shall be the most current issue.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 307	Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
ASTM A 536	Ductile Iron Castings
ASTM C 94	Ready-Mixed Concrete
ASTM D 1785	Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D 2241	Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
ASTM D 2466	Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40
ASTM D 2564	Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems
ASTM D 2774	Underground Installation of Thermoplastic Pressure Piping
ASTM D 2855	Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings
ASTM D 3139	Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
ASTM F 402	Safe Handling of Solvent Cements, Primers, and Cleaners Used for Joining Thermoplastic Pipe and Fittings
ASTM F 477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C104/A21.4	Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
AWWA C110/A21.10	Ductile-Iron and Gray-Iron Fittings, 3 in. Through 48 in. (75 mm Through 1200 mm), for Water and Other Liquids
AWWA C111/A21.11	Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
ANSI/AWWA C151/A21.51	Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
AWWA C153/A21.53	Ductile-Iron Compact Fittings, 3 in. Through 24 in. (76 mm Through 610 mm) and 54 in. Through 64 in. (1,000 mm Through 1,600 mm), for Water Service
AWWA C500	Metal-Seated Gate Valves for Water Supply Service
AWWA C502	Dry-Barrel Fire Hydrants
AWWA C508	Swing-Check Valves for Waterworks Service, 2 in. (50 mm) Through 24 in. (600 mm) NPS
AWWA C509	Resilient-Seated Gate Valves for Water and Sewerage Systems
AWWA C600	Installation of Ductile-Iron Water Mains and Their Appurtenances
AWWA C651	Disinfecting Water Mains
AWWA C800	Underground Service Line Valves and Fittings
AWWA C900	Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. Through 12 in., for Water Distribution
AWWA C906	Polyethylene (PE) Pressure Pipe and Fittings, 4 in. Through 63 in., for Water Distribution
AWWA M23	PVC Pipe - Design and Installation

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY, INC. (MSS)

MSS SP-80	Bronze Gate, Globe, Angle and Check Valves

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 24	Installation of Private Fire Service Mains and Their Appurtenances

UNI-BELL PVC PIPE ASSOCIATION (UBPPA)

UBPPA UNI-B-3	Installation of Polyvinyl Chloride (PVC) Pressure Pipe
UBPPA UNI-B-8	Direct Tapping of Polyvinyl Chloride (PVC) Pressure Water Pipe

UNDERWRITERS LABORATORIES INC. (UL)

UL 246	Hydrants for Fire-Protection Service
UL 262	Gate Valves for Fire-Protection Service
UL 312	Check Valves for Fire-Protection Service
UL 789	Indicator Posts for Fire-Protection Service

1.2 DESIGN REQUIREMENTS

1.2.1 Water Distribution Mains

Provide water distribution mains indicated as 4 through 12 inch diameter pipe sizes of ductile-iron or polyvinyl chloride (PVC) plastic pipe. Also provide water main accessories, gate valves and check valves as specified and where indicated.

1.2.2 Water Service Lines

Provide water service lines indicated as less than 4 inch lines from water distribution main to building service at the point indicated. Water service lines shall be polyvinyl chloride (PVC) plastic pipe. Provide water service line appurtenances as specified and where indicated.

1.3 SUBMITTALS

Submit the following in accordance with Section 01 33 00, SUBMITTALS, PRODUCTS, AND SUBSTITUTIONS:

SD-03 Product Data

Piping Materials

Water distribution main piping, fittings, joints, valves, and coupling

Water service line piping, fittings, joints, valves, and coupling

Hydrants

Indicator posts

Corporation stops

Valve boxes

Water meters

Backflow preventers

Submit manufacturer's standard drawings or catalog cuts, except submit both drawings and cuts for push-on and rubber-gasketed bell-and-spigot joints. Include information concerning gaskets with submittal for joints and couplings.

SD-07 Certificates

Water distribution main piping, fittings, joints, valves, and coupling

Water service line piping, fittings, joints, valves, and coupling

Shop-applied lining and coating

Lining

Fire hydrants

Certificates shall attest that tests set forth in each applicable referenced publication have been performed, whether specified in that publication to be mandatory or otherwise and that production control tests have been performed at the intervals or frequency specified in the publication. Other tests shall have been performed within 3 years of the date of submittal of certificates on the same type, class, grade, and size of material as is being provided for the project.

SD-08 Manufacturer's Instructions

Installation procedures for water piping

1.4 DELIVERY, STORAGE, AND HANDLING

1.4.1 Delivery and Storage

Inspect materials delivered to site for damage. Unload and store with minimum handling. Store materials on site in enclosures or under protective covering. Store plastic piping, jointing materials

and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes, fittings, valves and hydrants free of dirt and debris.

1.4.2 Handling

Handle pipe, fittings, valves, hydrants, and other accessories in a manner to ensure delivery to the trench in sound undamaged condition. Take special care to avoid injury to coatings and linings on pipe and fittings; make satisfactory repairs if coatings or linings are damaged. Carry, do not drag pipe to the trench. Store plastic piping, jointing materials and rubber gaskets that are not to be installed immediately, under cover out of direct sunlight.

PART 2 PRODUCTS

2.1 WATER DISTRIBUTION MAIN MATERIALS

2.1.1 Piping Materials

2.1.1.1 Ductile-Iron Piping

a. Pipe and Fittings: Pipe, ANSI/AWWA C151/A21.51, Thickness Class 51. Fittings, AWWA C110/A21.10 or AWWA C153/A21.53; fittings with push-on joint ends conforming to the same requirements as fittings with mechanical-joint ends, except that the bell design shall be modified, as approved, for push-on joint. Fittings shall have pressure rating at least equivalent to that of the pipe. Ends of pipe and fittings shall be suitable for the specified joints. Pipe and fittings shall have cement-mortar lining, AWWA C104/A21.4, standard thickness.

b. Joints and Jointing Material:

(1) Joints: Joints for pipe and fittings shall be mechanical joints.

(2) Mechanical Joints: Dimensional and material requirements for pipe ends, glands, bolts and nuts, and gaskets, AWWA C111/A21.11.

(3) Flange for setscrewed flanges shall be of ductile iron, ASTM A 536, Grade 65-45-12, and conform to the applicable requirements of ASME/ANSI B16.1, Class 250. Setscrews for setscrewed flanges shall be 190,000 psi tensile strength, heat treated and zinc-coated steel. Gasket for setscrewed flanges, in accordance with applicable requirements for mechanical-joint gaskets specified in AWWA C111/A21.11. Design of setscrewed gasket shall provide for confinement and compression of gasket when joint to adjoining flange is made.

2.1.1.2 Polyvinyl Chloride (PVC) Plastic Piping

a. Pipe and Fittings: Pipe, AWWA C900, shall be plain end or gasket bell end, Pressure Class 235 (DR 18) with cast-iron-pipe-equivalent OD. Fittings shall be gray iron or ductile iron, AWWA C110/A21.10 or AWWA C153/A21.53, and have cement-mortar lining, AWWA C104/A21.4, standard thickness. Fittings with push-on joint ends shall conform to the

same requirements as fittings with mechanical-joint ends, except that bell design shall be modified, as approved, for push-on joint suitable for use with PVC plastic pipe specified in this paragraph.

b. Joints and Jointing Material: Joints for pipe shall be push-on joints, ASTM D 3139. Joints between pipe and metal fittings, valves, and other accessories shall be push-on joints ASTM D 3139, or compression-type joints/mechanical joints, ASTM D 3139 and AWWA C111/A21.11. Provide each joint connection with an elastomeric gasket suitable for the bell or coupling with which it is to be used. Gaskets for push-on joints for pipe, ASTM F 477. Gaskets for push-on joints and compression-type joints/mechanical joints for joint connections between pipe and metal fittings, valves, and other accessories, AWWA C111/A21.11, respectively, for push-on joints and mechanical joints. Mechanically coupled joints using a sleeve-type mechanical coupling, as specified in paragraph entitled "Sleeve-Type Mechanical Couplings," may be used as an optional jointing method in lieu of push-on joints on plain-end PVC plastic pipe, subject to the limitations specified for mechanically coupled joints using a sleeve-type mechanical coupling and to the use of internal stiffeners as specified for compression-type joints in ASTM D 3139.

2.1.1.3 Polyethylene (PE) Plastic Piping

Pipe and heat-fusion fittings shall conform to AWWA C906.

2.1.2 Valves, Hydrants, and Other Water Main Accessories

2.1.2.1 Gate Valves on Buried Piping

AWWA C500, AWWA C509, or UL 262. Unless otherwise specified, valves conforming to: (1) AWWA C500 shall be nonrising stem type with double-disc gates and mechanical-joint ends or push-on joint ends as appropriate for the adjoining pipe, (2) AWWA C509 shall be nonrising stem type with mechanical-joint ends, and (3) UL 262 shall be inside-screw type with operating nut, double-disc or split-wedge type gate, designed for a hydraulic working pressure of 200 psi, and shall have mechanical-joint ends or push-on joint ends as appropriate for the pipe to which it is joined. Materials for UL 262 valves shall conform to the reference standards specified in AWWA C500. Valves shall open by counterclockwise rotation of the valve stem. Stuffing boxes shall have 0-ring stem seals. Stuffing boxes shall be bolted and constructed so as to permit easy removal of parts for repair.

2.1.2.2 Gate Valves

AWWA C500, AWWA C509, or UL 262. Unless otherwise specified, valves conforming to: AWWA C509 shall be nonrising stem type with flanged ends and a working pressure of 200 psi. Stuffing boxes shall be bolted and constructed so as to permit easy removal of parts for repair.

2.1.2.3 Check Valves

Swing-check type, AWWA C508 or UL 312. Valves conforming to: (1) AWWA C508 shall have iron or steel body and cover and flanged ends, designed for a working pressure of 200 psi. Valves shall have clear port opening. Valves shall be spring-loaded.

2.1.2.4 Fire Hydrants

Dry-barrel type. Paint hydrants with at least one coat of primer and two coats of yellow enamel paint, except use red enamel paint for tops of hydrants in non-potable water systems. Stencil hydrant number and main size on the hydrant barrel using black stencil paint.

a. Dry-Barrel Type Fire Hydrants: Dry-barrel type hydrants, AWWA C502 or UL 246, "Base Valve" design, shall have 6 inch inlet, 5 1/4 inch valve opening, one 4 1/2 inch pumper connection, and two 2 1/2 inch hose connections. Pumper connection and hose connections shall be individually valved with independent nozzle gate valves. Inlet shall have mechanical-joint end only; end shall conform to the applicable requirements as specified for the joint. Size and shape of operating nut, cap nuts, and threads on hose and pumper connections shall be as specified in AWWA C502. Hydrants indicated as "traffic type," shall have frangible sections as mentioned in AWWA C502. The traffic type hydrant shall have special couplings joining upper and lower sections of hydrant barrel and shall be designed to have the special couplings break from a force not less than that which would be imposed by a moving vehicle; hydrant shall operate properly under normal conditions.

2.1.2.5 Indicator Posts

UL 789. Provide for gate valves where indicated.

2.1.2.6 Valve Boxes

Provide a valve box for each gate valve on buried piping, except where indicator post is shown. Valve boxes shall be of cast iron or precast concrete of a size suitable for the valve on which it is to be used and shall be adjustable. Provide a round head. Cast the word "WATER" on the lid. The least diameter of the shaft of the box shall be 5 1/4 inches. Cast-iron box shall have a heavy coat of bituminous paint.

2.1.2.7 Sleeve-Type Mechanical Couplings

Couplings shall be designed to couple plain-end piping by compression of a ring gasket at each end of the adjoining pipe sections. The coupling shall consist of one middle ring flared or beveled at each end to provide a gasket seat; two follower rings; two resilient tapered rubber gaskets; and bolts and nuts to draw the follower rings toward each other to compress the gaskets. The middle ring and the follower rings shall be true circular sections free from irregularities, flat spots, and surface defects; the design shall provide for confinement and compression of the gaskets. For ductile iron and PVC plastic pipe, the middle ring shall be of cast-iron or steel; and the follower rings shall be of malleable or ductile iron. Gaskets shall be designed for resistance to set after installation and shall meet the applicable requirements specified for gaskets for mechanical joint in AWWA C111/A21.11. Bolts shall be track-head type, ASTM A 307, Grade A, with nuts, ASTM A 563, Grade A; or round-head square-neck type bolts, ANSI B18.5.2.1M and ANSI/ASME B18.5.2.2M with hex nuts, ASME/ANSI B18.2.2. Bolts shall be 5/8 inch in diameter. Bolt holes in follower rings shall be of a shape to hold fast the necks of the bolts used. Mechanically coupled joints using a sleeve-type mechanical coupling shall not be used as an optional method of jointing except where pipeline is adequately anchored to resist tension pull across the joint.

2.1.2.8 Tracer Wire for Nonmetallic Piping

Provide bare copper or aluminum wire not less than 0.10 inch in diameter in sufficient length to be continuous over each separate run of nonmetallic pipe.

2.2 WATER SERVICE LINE MATERIALS

2.2.1 Piping Materials

2.2.1.1 Plastic Piping

Plastic pipe and fittings shall bear the seal of the National Sanitation Foundation for potable water service. Plastic pipe and fittings shall be supplied from the same manufacturer.

a. Polyvinyl Chloride (PVC) Plastic Piping: ASTM D 1785, Schedule 40; or ASTM D 2241, with SDR as necessary to provide 150 psi minimum pressure rating. Fittings, ASTM D 2466. Pipe and fittings shall be of the same PVC plastic material and shall be one of the following pipe/fitting combinations, as marked on the pipe and fitting, respectively: PVC 1120/PVC I; PVC 1220/PVC 12; PVC 2120/PVC II; PVC 2116/PVC II. Solvent cement for jointing, ASTM D 2564.

2.2.1.2 Insulating Joints

Joints between pipe of dissimilar metals shall have a rubber-gasketed or other suitable approved type of insulating joint or dielectric coupling which will effectively prevent metal-to-metal contact between adjacent sections of piping.

2.2.2 Water Service Line Appurtenances

2.2.2.1 Corporation Stops

Ground key type; bronze, ASTM B 61 or ASTM B 62; and suitable for the working pressure of the system. Ends shall be suitable for solder-joint, or flared tube compression type joint. Threaded ends for inlet and outlet of corporation stops, AWWA C800; coupling nut for connection to flared copper tubing, ASME/ANSI B16.26.

2.2.2.2 Curb or Service Stops

Ground key, round way, inverted key type; made of bronze, ASTM B 61 or ASTM B 62; and suitable for the working pressure of the system. Ends shall be as appropriate for connection to the service piping. Arrow shall be cast into body of the curb or service stop indicating direction of flow.

2.2.2.3 Gate Valves on Buried Piping (3 Inches and Larger)

Gate valves 3 inch size and larger on buried piping AWWA C500 or UL 262 and of one manufacturer. Valves, AWWA C500, nonrising stem type with double-disc gates. Valves, UL 262, inside-screw type with operating nut, split wedge or double disc type gate, and designed for a hydraulic working pressure of 175 psi. Materials for UL 262 valves conforming to the reference standards specified in AWWA

C500. Valves shall open by counterclockwise rotation of the valve stem. Stuffing boxes shall have 0-ring stem seals and shall be bolted and constructed so as to permit easy removal of parts for repair.

2.2.2.4 Gate Valves on Buried Piping (Smaller Than 3 Inches)

Gate valves smaller than 3 inch size on buried Piping MSS SP-80, Class 150, solid wedge, nonrising stem. Valves shall have flanged or threaded end connections, with a union on one side of the valve.

2.2.2.5 Curb Boxes

Provide a curb box for each curb or service stop. Curb boxes shall be of cast iron of a size suitable for the stop on which it is to be used. Provide a round head. Cast the word "WATER" on the lid. Each box shall have a heavy coat of bituminous paint.

2.2.2.6 Valve Boxes

Provide a valve box for each gate valve on buried piping. Valve boxes shall be of cast iron of a size suitable for the valve on which it is to be used and shall be adjustable. Provide a round head. Cast the word "WATER" on the lid. The least diameter of the shaft of the box shall be 5 1/4 inches.

PART 3 EXECUTION

3.1 INSTALLATION OF PIPELINES

3.1.1 General Requirements for Installation of Pipelines

These requirements shall apply to all pipeline installation except where specific exception is made in the "Special Requirements..." paragraphs.

3.1.1.1 Location of Water Lines

Terminate the work covered by this section at a point approximately 5 feet from the building, unless otherwise indicated. Do not lay water lines in the same trench with gas lines fuel lines or electric wiring.

a. Water Piping Installation Parallel With Sewer Piping

(1) Normal Conditions: Lay water piping at least 10 feet horizontally from a sewer or sewer manhole whenever possible. Measure the distance edge-to-edge.

(2) Unusual Conditions: When local conditions prevent a horizontal separation of 10 feet, the water piping may be laid closer to a sewer or sewer manhole provided that:

(a) The bottom (invert) of the water piping shall be at least 18 inches above the top (crown) of the sewer piping.

(b) Where this vertical separation cannot be obtained, the sewer piping shall be constructed of AWWA-approved water pipe and pressure tested in place without leakage prior to backfilling.

(c) The sewer manhole shall be of watertight construction and tested in place.

b. Installation of Water Piping Crossing Sewer Piping

(1) Normal Conditions: Water piping crossing above sewer piping shall be laid to provide a separation of at least 18 inches between the bottom of the water piping and the top of the sewer piping.

(2) Unusual Conditions: When local conditions prevent a vertical separation described above, use the following construction:

(a) Sewer piping passing over or under water piping shall be constructed of AWWA-approved ductile iron water piping, pressure tested in place without leakage prior to backfilling.

(b) Water piping passing under sewer piping shall, in addition, be protected by providing a vertical separation of at least 18 inches between the bottom of the sewer piping and the top of the water piping; adequate structural support for the sewer piping to prevent excessive deflection of the joints and the settling on and breaking of the water piping; and that the length, minimum 20 feet, of the water piping be centered at the point of the crossing so that joints shall be equidistant and as far as possible from the sewer piping.

c. Sewer Piping or Sewer Manholes: No water piping shall pass through or come in contact with any part of a sewer manhole.

3.1.1.2 Earthwork

Perform earthwork operations in accordance with Section 31 00 00, "Earthwork."

3.1.1.3 Pipe Laying and Jointing

Remove fins and burrs from pipe and fittings. Before placing in position, clean pipe, fittings, valves, and accessories, and maintain in a clean condition. Provide proper facilities for lowering sections of pipe into trenches. Do not under any circumstances drop or dump pipe, fittings, valves, or any other water line material into trenches. Cut pipe accurately to length established at the site and work into place without springing or forcing. Replace by one of the proper length any pipe or fitting that does not allow sufficient space for proper installation of jointing material. Blocking or wedging between bells and spigots will not be permitted. Lay bell-and-spigot pipe with the bell end pointing in the direction of laying. Grade the pipeline in straight lines; avoid the formation of dips and low points. Support pipe at proper elevation and grade. Secure firm, uniform support. Wood support blocking will not be permitted. Lay pipe so that the full length of each section of pipe and each fitting will rest solidly on the pipe bedding; excavate recesses to accommodate bells, joints, and couplings. Provide anchors and supports where necessary for fastening work into place. Make proper provision for expansion and contraction of pipelines. Keep trenches free of water until joints have been properly

made. At the end of each work day, close open ends of pipe temporarily with wood blocks or bulkheads. Do not lay pipe when conditions of trench or weather prevent installation. Depth of cover over top of pipe shall not be less than 2 1/2 feet.

3.1.1.4 Installation of Tracer Wire

Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.

3.1.1.5 Connections to Existing Water Lines

Make connections to existing water lines after approval is obtained and with a minimum interruption of service on the existing line. Make connections to existing lines under pressure in accordance with the recommended procedures of the manufacturer of the pipe being tapped, except as otherwise specified, tap concrete pipe in accordance with AWWA M9 for tapping concrete pressure pipe.

3.1.2 Special Requirements for Installation of Water Mains

3.1.2.1 Installation of Ductile-Iron Piping

Unless otherwise specified, install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" and with the requirements of AWWA C600 for pipe installation, joint assembly, valve-and-fitting installation, and thrust restraint.

a. Jointing: Make mechanical joints with the gaskets, glands, bolts, and nuts specified for this type joint; assemble in accordance with the applicable requirements of AWWA C600 for joint assembly and the recommendations of Appendix A to AWWA C111/A21.11. Assemble joints made with sleeve-type mechanical couplings in accordance with the recommendations of the coupling manufacturer. Make insulating joints with the gaskets, sleeves, washers, bolts, and nuts previously specified for this type joint. Assemble insulating joints as specified for flanged joints, except that bolts with insulating sleeves shall be full size for the bolt holes. Ensure that there is no metal-to-metal contact between dissimilar metals after the joint has been assembled.

b. Pipe Anchorage: Provide concrete thrust blocks for pipe anchorage. Thrust blocks shall be in accordance with the requirements of AWWA C600 for thrust restraint, except that size and positioning of thrust blocks shall be as indicated. Use concrete, ASTM C 94, having a minimum compressive strength of 2,500 psi at 28 days; or use concrete of a mix not leaner than one part cement, 2 1/2 parts sand, and 5 parts gravel, having the same minimum compressive strength. Metal harness, if required, shall be in accordance with the requirements of AWWA C600 for thrust restraint, using tie rods and clamps as shown in NFPA 24, except as otherwise indicated.

3.1.2.2 Installation of PVC Plastic Water Main Pipe

Installation of PVC Plastic Water Main Pipe and Associated Fittings: Unless otherwise specified, install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines"; with the requirements of UBPPA UNI-B-3 for laying of pipe, joining PVC pipe to

fittings and accessories, and setting of hydrants, valves, and fittings; and with the recommendations for pipe joint assembly and appurtenance installation in AWWA M23, Chapter 7, "Installation."

a. Jointing: Make push-on joints with the elastomeric gaskets specified for this type joint, using either elastomeric-gasket bell-end pipe or elastomeric-gasket couplings. For pipe-to-pipe push-on joint connections, use only pipe with push-on joint ends having factory-made bevel; for push-on joint connections to metal fittings, valves, and other accessories, cut spigot end of pipe off square and re-bevel pipe end to a bevel approximately the same as that on ductile-iron pipe used for the same type of joint. Use an approved lubricant recommended by the pipe manufacturer for push-on joints. Assemble push-on joints for pipe-to-pipe joint connections in accordance with the requirements of UBPPA UNI-B-3 for laying the pipe and the recommendations in AWWA M23, Chapter 7, "Installation," for pipe joint assembly. Assemble push-on joints for connection to fittings, valves, and other accessories in accordance with the requirements of UBPPA UNI-B-3 for joining PVC pipe to fittings and accessories and with the applicable requirements of AWWA C600 for joint assembly. Make compression-type joints/mechanical joints with the gaskets, glands, bolts, nuts, and internal stiffeners previously specified for this type joint; assemble in accordance with the requirements of UBPPA UNI-B-3 for joining PVC pipe to fittings and accessories, with the applicable requirements of AWWA C600 for joint assembly, and with the recommendations of Appendix A to AWWA C111/A21.11. Cut off spigot end of pipe for compression-type joint/mechanical-joint connections and do not re-bevel. Assemble joints made with sleeve-type mechanical couplings in accordance with the recommendations of the coupling manufacturer using internal stiffeners as previously specified for compression-type joints.

b. Pipe Anchorage: Provide concrete thrust blocks for pipe anchorage. Thrust blocks shall be in accordance with the requirements of UBPPA UNI-B-3 for reaction or thrust blocking and plugging of dead ends, except that size and positioning of thrust blocks shall be as indicated. Use concrete, ASTM C 94, having a minimum compressive strength of 2,500 psi at 28 days; or use concrete of a mix not leaner than one part cement, 2 1/2 parts sand, and 5 parts gravel, having the same minimum compressive strength.

3.1.2.3 Installation of Polyethylene (PE) Plastic Piping

PE pipes shall be installed in accordance with ASTM D 2774.

3.1.2.4 Installation of Valves and Hydrants

a. Installation of Valves: Install gate valves, AWWA C500 and UL 262, in accordance with the requirements of AWWA C600 for valve-and-fitting installation and with the recommendations of the Appendix ("Installation, Operation, and Maintenance of Gate Valves") to AWWA C500. Install gate valves, AWWA C509, in accordance with the requirements of AWWA C600 for valve-and-fitting installation and with the recommendations of the Appendix ("Installation, Operation, and Maintenance of Gate Valves") to AWWA C509. Install gate valves on PVC water mains in accordance with the recommendations for appurtenance installation in AWWA M23, Chapter 7, "Installation." Install check valves in accordance with the applicable requirements of AWWA C600 for valve-and-fitting installation, except as otherwise indicated. Make and assemble joints to

gate valves and check valves as specified for making and assembling the same type joints between pipe and fittings.

b. Installation of Hydrants: Install hydrants in accordance with AWWA C600 for hydrant installation and as indicated. Make and assemble joints as specified for making and assembling the same type joints between pipe and fittings. Install hydrants with the 4 1/2 inch connections facing the adjacent paved surface. If there are two paved adjacent surfaces, contact the Owner for further instructions.

3.1.3 Installation of Water Service Piping

3.1.3.1 Location

Connect water service piping to the building service where the building service has been installed. Where building service has not been installed, terminate water service lines approximately 5 feet from the building line at the point indicated; such water service lines shall be closed with plugs or caps.

3.1.3.2 Service Line Connections to Water Mains

Connect service lines 2 inch size and smaller to the main by a corporation stop and gooseneck and install a service stop below the frostline. Connect service lines to ductile-iron water mains in accordance with AWWA C600 for service taps. Connect service lines to PVC plastic water mains in accordance with UBPPA UNI-B-8 and the recommendations of AWWA M23, Chapter 9, "Service Connections."

3.1.4 Special Requirements for Installation of Water Service Piping

3.1.4.1 Installation of Plastic Piping

Install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" and with the applicable requirements of ASTM D 2774, unless otherwise specified. Handle solvent cements used to join plastic piping in accordance with ASTM F 402.

a. Jointing: Make solvent-cemented joints for PVC plastic piping using the solvent cement previously specified for this material; assemble joints in accordance with ASTM D 2855. Make plastic pipe joints to other pipe materials in accordance with the recommendations of the plastic pipe manufacturer.

b. Plastic Pipe Connections to Appurtenances: Connect plastic pipe service lines to corporation stops and gate valves in accordance with the recommendations of the plastic pipe manufacturer.

3.1.5 Disinfection

Disinfect new water piping and existing water piping affected by Contractor's operations in accordance with AWWA C651. Fill piping systems with solution containing minimum of 50 parts per million of available chlorine and allow solution to stand for minimum of 24 hours. Flush solution from the systems with domestic water until maximum residual chlorine content is within the range of 0.2 and

0.5 parts per million, or the residual chlorine content of domestic water supply. Obtain at least two consecutive satisfactory bacteriological samples from new water piping, analyze by a certified laboratory, and submit the results prior to the new water piping being placed into service. Disinfection of systems supplying nonpotable water is not required.

3.2 FIELD QUALITY CONTROL

3.2.1 Field Tests and Inspections

The Owner will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests, and provide labor, equipment, and incidentals required for testing. The Contractor shall produce evidence, when required, that any item of work has been constructed in accordance with the drawings and specifications.

3.2.2 Testing Procedure

Test water mains and water service lines in accordance with the applicable specified standard, except for the special testing requirements given in paragraph entitled "Special Testing Requirements." Test ductile-iron water mains in accordance with the requirements of AWWA C600 for hydrostatic testing. The amount of leakage on ductile-iron pipelines with mechanical-joints shall not exceed the amounts given in AWWA C600; no leakage will be allowed at joints made by any other method. Test PVC plastic water mains and water service lines made with PVC plastic water main pipe in accordance with the requirements of UBPPA UNI-B-3 for pressure and leakage tests. The amount of leakage on pipelines made of PVC plastic water main pipe shall not exceed the amounts given in UBPPA UNI-B-3, except that at joints made with sleeve-type mechanical couplings, no leakage will be allowed.

3.2.3 Special Testing Requirements

For pressure test, use a hydrostatic pressure 50 psi greater than the maximum working pressure of the system, except that for those portions of the system having pipe size larger than 2 inches in diameter, hydrostatic test pressure shall be not less than 200 psi. Hold this pressure for not less than 2 hours. Prior to the pressure test, fill that portion of the pipeline being tested with water for a soaking period of not less than 24 hours. For leakage test, use a hydrostatic pressure not less than the maximum working pressure of the system. Leakage test may be performed at the same time and at the same test pressure as the pressure test.

END OF SECTION 33 11 00

SECTION 33 40 00

STORM DRAINAGE UTILITIES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The publications shall be the most current issue.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M198	Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets
AASHTO M252	Corrugated Polyethylene Drainage Tubing

AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)

ACPA 01-102	Concrete Pipe Handbook
ACPA 01-103	Concrete Pipe Installation Manual

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 497	Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
ASTM A 615/A 615M	Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C 32	Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C 62	Building Brick (Solid Masonry Units Made from Clay or Shale)
ASTM C 76M	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (Metric)
ASTM C 139	Concrete Masonry Units for Construction of Catch Basins and Manholes
ASTM C 150	Portland Cement
ASTM C 270	Mortar for Unit Masonry

ASTM C 476	Grout for Masonry
ASTM D 2321	Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM D 2564	Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems
ASTM D 3034	Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	Joints for Drain and Sewer Plastic Pipe Using Flexible Elastomeric Seals
ASTM D 4101	Propylene Plastic Injection and Extrusion Materials
ASTM F 477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F 794	Poly(Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F 949	Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings

1.2 SUBMITTALS

Submit the following in accordance with Section 01 33 00, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

SD-02 Shop Drawings

Precast concrete structures

Metal items

SD-03 Product Data

Concrete piping including fittings and jointing materials

Polyvinyl chloride (PVC) plastic piping including fittings and jointing materials

Corrugated plastic piping including fittings and jointing materials

Subsurface drainage piping including fittings and jointing materials

SD-07 Certificates

Pipeline and fittings, including factory-applied linings and joint materials

Cast-iron frames, covers, and gratings

Precast concrete structures

Submit certificates attesting that tests set forth in each applicable referenced publication have been performed, whether specified in that publication to be mandatory or otherwise and that production control tests have been performed at the frequency or intervals specified in the publication. Other tests shall have been performed within 3 years of the date of submittal of certificates on the same type, class, grade, and size of material as is being provided for the project.

1.3 DELIVERY, STORAGE, AND HANDLING

1.3.1 Delivery and Storage

1.3.1.1 Piping

Inspect materials delivered to site for damage; store with minimum of handling. Store plastic piping and jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.

1.3.1.2 Metal Items

Check upon arrival; identify and segregate as to types, functions, and sizes. Store off the ground in a manner affording easy accessibility and not causing excessive rusting or coating with grease or other objectionable materials.

1.3.2 Handling

Handle pipe, fittings, and other accessories in a manner to ensure delivery to the trench in sound undamaged condition. Carry, do not drag pipe to trench.

PART 2 PRODUCTS

2.1 PIPELINE AND CULVERT MATERIALS

2.1.1 Concrete Piping

2.1.1.1 Concrete Pipe and Fittings

Storm drainage pipe shall be reinforced concrete pipe conforming to ASTM C 76, Class III or Class IV per plans. Cement used in manufacturing pipe and fittings shall be Type II conforming to ASTM C 150.

2.1.1.2 Jointing Materials for Concrete Piping

Gaskets and pipe ends for rubber gasket joint shall conform to ASTM C 443. Gaskets shall be suitable for use with sewage.

2.1.2 Polyvinyl Chloride (PVC) Plastic Piping

2.1.2.1 PVC Plastic Pipe and Fittings

ASTM D 3034, shall be SDR 35, having ends adaptable for elastomeric gasket joints.

2.1.2.2 Joints and Jointing Material for PVC Plastic Piping

Joints shall conform to ASTM D 3212. Gaskets shall conform to ASTM F 477.

Polyvinyl Chloride (PVC) Pipe and Fittings, 10 Inch Diameter and Smaller: ASTM D 3034, SDR 35, with ends suitable for elastomeric gasket joints. ASTM F 949 with solvent cement joints or elastomeric gasket joints. ASTM D 3212 elastomeric gasket joints, ASTM D 2564 solvent cement joints and ASTM F 477 gaskets.

2.1.3 Corrugated Plastic Piping

2.1.3.1 Pipe and Fittings

Corrugated polyvinyl chloride (PVC) pipe conforming to ASTM F 794 or corrugated, high density polyethylene pipe (HDPE) conforming to AASHTO M252.

2.1.3.2 Joints and Jointing Materials

ASTM D 3212 for PVC pipe joints or manufacturer's recommendations for HDPE joints.

2.2 CONCRETE MATERIALS

Provide 4,000 PSI concrete as specified in Section 03 30 53, "Miscellaneous Cast-In-Place Concrete."

2.3 MISCELLANEOUS MATERIALS

2.3.1 Drainage Structures

Precast structures may be provided in lieu of cast-in-place concrete. Pipe-to-wall connections shall be mortared to produce smooth transitions and watertight joints or provided with ASTM C 923 resilient connectors. Bases shall have smooth inverts accurately shaped to a semicircular bottom conforming to the inside contour of the adjacent sewer sections. Changes in direction of the sewer and entering branches into the manhole shall have a circular curve in the manhole invert of as large a radius as the size of the manhole will permit.

2.3.1.1 Precast Concrete Structures

ASTM C 478, except as specified herein. Provide a minimum wall thickness of 5 inches. ASTM A 615/A 615Mreinforcing bars. ASTM A 497 welded wire fabric. ASTM C 443 or AASHTO M198,

Type B gaskets for joint connections. Provide a 4 inch layer of clean gravel bedding with a maximum size of 2 inches.

2.3.2 Masonry Materials

Shall conform to the following specifications and other requirements specified hereunder.

2.3.2.1 Brick

ASTM C 32, Grade MS, or ASTM C 62, Grade SW, except that the absorption test will be waived.

2.3.2.2 Concrete Masonry Units

ASTM C 139.

2.3.2.3 Mortar

ASTM C 270, Type M.

2.3.2.4 Water

Water for masonry mortar shall be fresh, clean, potable.

2.3.2.5 Grout

ASTM C 476.

2.3.3 Metal Items

2.3.3.1 Frames, Covers, and Gratings

Shall be cast iron as indicated conforming to ASTM A 48, Class 35B or ductile iron, conforming to ASTM A 536.

2.3.3.2 Drainage Structure Steps

Zinc-coated steel as indicated conforming to 29 CFR 1910.27. As an option, plastic or rubber coating pressure-molded to the steel may be used. Plastic coating shall conform to ASTM D 4101, copolymer polypropylene. Rubber shall conform to ASTM C 443, except shore A durometer hardness shall be 70 plus or minus 5. For curb inlets, steel sump ladder rungs as indicated may be used in lieu of cast-iron steps; rungs shall be zinc-coated after fabrication. Aluminum steps or rungs will not be permitted. Steps are not required in manholes, curb inlets, or catch basins less than 4 feet deep.

2.4 FLARED ENDS

Flared end sections shall be same material as pipe material except that only reinforced concrete flared ends shall be provided for concrete pipe.

2.5 EROSION CONTROL RIPRAP

Provide nonerodible rock not exceeding 15 inches in its greatest dimension and choked with sufficient small rocks to provide a dense mass with a minimum thickness of 8 inches or as indicated. Minimum weight shall be 50 pounds per unit.

PART 3 EXECUTION

3.1 INSTALLATION OF PIPELINES AND APPURTENANT CONSTRUCTION

3.1.1 General Requirements for Installation of Pipelines

These requirements shall apply to pipeline installation except where specific exception is made under paragraph entitled "Special Requirements."

3.1.1.1 Location

The work covered by this section shall terminate at a point approximately 5 feet from the building, unless otherwise indicated on the drawings.

3.1.1.2 Earthwork

Perform earthwork operations in accordance with Section 31 00 00, "Earthwork."

3.1.1.3 Pipe Laying and Jointing

Inspect each pipe and fitting before and after installation; remove those found defective from site and replace with new. Provide proper facilities for lowering sections of pipe into trenches. Lay pipe with the bell ends in the upgrade direction. Adjust spigots in bells to produce a uniform space. Blocking or wedging between bells and spigots will not be permitted. Replace by one of the proper dimensions any pipe or fitting that does not allow sufficient space for proper calking or installation of joint material. At the end of each work day, close open ends of pipe temporarily with wood blocks or bulkheads. Provide batterboards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batterboards for the same purpose.

3.1.1.4 Connections to Existing Lines

Notify Contracting Officer in writing at least 10 days prior to date that connections are to be made. Obtain approval of the Contracting Officer before interrupting service. Conduct work so that there is minimum interruption of service on existing line.

3.1.2 Special Requirements

3.1.2.1 Installation of Concrete Piping

Install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" of this section and with the provisions for rubber gasket jointing and jointing procedures of ACPA 01-103 or of ACPA 01-102, Chapter 9. Make joints with the gaskets previously specified

for joints with this piping. Clean and dry surfaces receiving lubricants, cements, or adhesives. Affix gaskets to pipe not more than 24 hours prior to the installation of the pipe. Protect gaskets from sun, blowing dust, and other deleterious agents at all times. Before installation of the pipe, inspect gaskets and remove and replace loose or improperly affixed gaskets. Align each pipe section with the previously installed pipe section, and pull the joint together. If, while pulling the joint, the gasket becomes loose and can be seen through the exterior joint recess when the pipe is pulled up to within one inch of closure, remove the pipe and remake the joint.

3.1.2.2 Installation of PVC Plastic Piping

Install pipe and fittings in accordance with the "General Requirements for Installation of Pipelines" and with the requirements of ASTM D 2321 for laying and joining pipe and fittings. Make joints with the gaskets specified for joints with this piping; assemble in accordance with the requirements of ASTM D 2321 for assembly of joints. Make joints to other pipe materials in accordance with the recommendations of the plastic pipe manufacturer.

3.1.2.3 Installation of Corrugated Plastic Piping

Install pipe and fittings in accordance with the "General Requirement for Installation of Pipelines" and with the recommendations of the PVC or HDPE pipe manufacturer.

3.1.3 Concrete Work

Perform cast-in-place concrete work in accordance with Section 03 30 53, "Cast-In-Place Concrete."

3.1.4 Manhole, Curb Inlet, and Catch Basin Construction

Construct base slab of cast-in-place concrete or use precast concrete base sections. Make inverts in cast-in-place concrete and precast concrete bases with a smooth-surfaced semi-circular bottom conforming to the inside contour of the adjacent drainage sections. For changes in direction of drains and entering branches into the manhole, make a circular curve in the manhole invert of as large a radius as manhole size will permit. For cast-in-place concrete construction, either pour bottom slabs and walls integrally or key and bond walls to bottom slab. For precast concrete construction, make joints between sections with the gaskets specified for this purpose; install in the manner specified for installing joints in concrete piping. Give a smooth finish to inside joints of precast concrete manholes, curb inlets, and catch basins. Parging will not be required for precast concrete manholes. Cast-in-place concrete work shall be in accordance with the paragraph entitled, "Concrete Work." Make joints between concrete manholes and pipes entering manholes with the resilient connectors specified for this purpose or mortared to produce a watertight joint; install in accordance with the recommendations of the connector manufacturer. Where a new manhole is constructed on an existing line, remove existing pipe as required to construct the manhole. Cut existing pipe so that pipe ends are approximately flush with the interior face of manhole wall, but not protruding beyond into the manhole.

3.1.5 Metal Work

3.1.5.1 Workmanship and Finish

Perform metal work so that workmanship and finish will be equal to the best practice in modern structural shops and foundries. Form iron and steel to shape and size with sharp lines and angles. Do shearing and punching so that clean true lines and surfaces are produced. Make castings sound and free from warp, cold shuts, and blow holes that may impair their strength or appearance. Give exposed surfaces a smooth finish with sharp well-defined lines and arises. Provide rabbets, lugs, and brackets wherever necessary for fitting and support.

3.1.5.2 Field Painting

After installation, clean cast-iron frames, covers, gratings, and steps not buried in masonry or concrete to bare metal of mortar, rust, grease, dirt, and other deleterious materials and apply a coat of bituminous paint.

3.2 FIELD QUALITY CONTROL

3.2.1 Field Tests and Inspections

The Owner/Engineer or designee, will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide labor, equipment, and incidentals required for testing. Be able to produce evidence, when required, that each item of work has been constructed properly in accordance with the drawings and specifications.

3.2.2 Pipeline Testing

Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line.

END OF SECTION 33 40 00

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

_____

FORM B: Construction

(Revised June 2016**)**

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND
_____ FOR __
_____

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with _____, a _____ corporation for profit, to perform all work ("Work") in connection with _____ ("Project"), as said Work is set forth in the Plans and Specifications prepared by _____, and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. County shall furnish to the Contractor up to ____ (__) set(s) of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, 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

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

[DESCRIBE CONTRACT AMOUNT]

SECTION 4. BONDS

A. Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. 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 and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% 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.

C. Per §255.05, Florida Statutes, 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. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within _____ (__) calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the County within _____ (___) calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance (see Exhibit A, paragraph 13.2) have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. 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, **$_____**for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

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 reference 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 Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Supplemental Terms and Conditions
Exhibit H:	Plans and Specifications prepared by County and Identified as follows: **[DESCRIPTION/SHEET NO./DATE]**
Exhibit I:	Technical Specifications **[DESCRIPTION SHEET NO./DATE]**
Exhibit J:	Standard Details **[DESCRIPTION SHEET NO./DATE]**

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____
_____
_____
Attention: _____

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

[INSERT NAME OF CONTRACTOR, ADDRESS AND NAME OF PERSON WITH HIS OR HER TITLE TO WHOSE ATTENTION THE NOTICE SHOULD BE SENT]

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 the 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: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and _____ 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: _____

WITNESS: _____

By: _____
_____, County Administrator

Date: _____

BCC Approved**:** (DATE)

CONTRACTOR:

By: _____
(Name)

ATTEST: Corporate Secretary

By: _____
Secretary

Its: President

[CORPORATE SEAL]

Date: _____

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 in writing and before proceeding with the Work affected thereby shall obtain a written 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.

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. 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.

3.2. The Progress Schedule shall be updated bi-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. **[NOTE: FOR LARGER PROJECTS, THROUGH THE SUPPLEMENTAL CONDITIONS OR TECHNICAL SPECIFICATIONS, COUNTY MAY WISH TO EXPAND UPON THE LEVEL OF DETAIL REQUIRED FOR THE PROJECT SCHEDULE.]**

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 materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. 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 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 _____ (__) copies of each of its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. 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. Such 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.

4.9 **(OPTIONAL)** Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

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 thirty (30) 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. 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 of Award 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 to the County on a weekly basis a daily log of the Contractor's work for the preceding week 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 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; and

8.1.9. A list of all visitors to 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 for County.

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 materialmen, 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, stating the cause or causes thereof, or 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 Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

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 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 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 during the pendency of any 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 to County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time 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 or 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, Office of Purchasing, 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. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

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 personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-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) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above-named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

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.

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. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. 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 therefor 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 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 final Certificate 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.

20.2 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, materialmen, 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 materialmen 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 _____ (__) year(s) after final completion, 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.

Section 22. TESTS AND INSPECTIONS

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. 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.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or 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 undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise

the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the

Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3. 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.

28.4. 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 29. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a preconstruction 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 preconstruction conference) as may be directed by the County.

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 17-18.050 **Solicitation Name:** Re-Solicit 4-H Multipurpose Livestock Facility								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 5/2/2018 **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
Birkshire Johnstone, LLC		Y	Y	Y	Y	Y	Y	Y	$171,000.00
Diversified General Contractors		Y	Y	Y	Y	Y	N	Y	$125,000.00
Emerald Coast Constructors, Inc.		Y	Y	Y	Y	Y	Y	Y	$133,700.00
Evan Chase Construction, Inc.		Y	Y	Y	Y	Y	N	Y	$149,900.00
J. Miller Construction, Inc.		Y	Y	N	N	N	Y	N	$103,398.40
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	5/2/2018	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	5/2/2018	UNDER REVIEW			
Bids Witnessed By:	Paul Nobles, Purchasing Manager			**Date:**	5/2/2018	**CAR Date:**	5/7/2018	**BOCC Date:**	5/17/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** **J. Miller 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:

Posted: **5/3/18 4:00 PM**

Form Completed By: **JDL**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Re-Solicit 4-H Multipurpose Livestock Facility

Bid Number: PD 16-17.050

Opening Date/Time: May 02, 2018 at 2:00 PM CDT

Purchasing Agent: Jeffrey Lovingood

Client Department: Facilities Management Dept. Director/Designee: George Bush

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: 18001341

Fund #: 352 Fund Title: LOST III

Cost Center #: 110267 Cost Center Title: Public FAC & PROJ LOST III

Object Code #: 56201 Object Code Title: 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)

Award contract to J. Miller Construction, Inc.

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 5/2/18

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

J. MILLER CONSTRUCTION INC.

FORM A: Construction- A/E Designed

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

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	and Identified as Follows: **[Description/Sheet No./Date]**	
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Exhibit J/Supplemental Terms and Conditions		
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Exhibit L/Solicitation Documents Index		

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND J. MILLER CONSTRUCTION INC. FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**,** ("County"), hereby contracts with J. MILLER CONSTRUCTION INC. (“Contractor”), a Florida corporation for profit, to perform all work ("Work") in connection with PD 17-18.050, 4-H Multipurpose Livestock Facility ("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.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

$103,398.40
One Hundred Three Thousand, Three Hundred Ninety-Eight and 40/100 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. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within **One Hundred (100) calendar days** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty (30) calendar days** from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **One Hundred Thirty (130) calendar days** (herein "Contract Time").

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, **One Hundred Fifty Dollars ($150.00)** 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 County's 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 Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H:	Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: 4H – Multipurpose Livestock Facility, February, 2018
Exhibit I:	Technical Specifications 4H – Multipurpose Livestock Facility, February, 2018
Exhibit J:	Supplemental Terms and Conditions
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Mr. George Bush
Escambia County Facilities Management
100 East Blount Street
Pensacola, FL 32501
Attention: Mr. George Bush

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

J. Miller Construction Inc.
8900 Waring Road
Pensacola, FL 32534
Attention: Mr. James E. Miller, President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the

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

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and J. Miller 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: _____

Witness: _____

By: _____
Jack R. Brown, County Administrator

Date: _____

BCC Approved: May 17, 2018

CONTRACTOR:
J. Miller Construction Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Secretary

(Corporate Seal)

By: _____

Its: President

Date: _____

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 Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. 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 Architect/Engineer. 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. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect 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. 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 and the Architect/Engineer, 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 and Architect/Engineer, 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 and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each

proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the 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) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer 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 by the Architect/Engineer, 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 by the Architect/Engineer, 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 to the property owner 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.

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. Such 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 on 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.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or 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 thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer 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 Architect/Engineer or 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 Architect'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; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer 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 materialmen, 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, stating the cause or causes thereof, or 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 Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

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 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 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 and Architect/Engineer 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 and Architect/Engineer 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 during the pendency of any 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 to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time 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 Architect/Engineer 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 Architect/Engineer 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 or trusts which are registered with the State of Florida. Foreign or off-shore

insurance carriers are not acceptable for work under this contract unless admitted to 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, Office of Purchasing, 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. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

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 personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-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 and Architect/Engineer 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) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

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.

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. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

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. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. 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 Architect/Engineer or as provided for in the approved Progress Schedule; or (4) 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 (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and 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, shall be certified by the Architect/Engineer, upon application, 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 Architect’s substantial completion inspection. From the Architect’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 has been deemed substantially complete by the County.

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, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. 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. TESTS AND INSPECTIONS

22.1. County, Architect/Engineer, their 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 Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer 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 Architect/Engineer and County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, 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 or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers,

architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer 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 or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work’s warranty period beyond two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or 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 or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and

remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer 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 Architect/Engineer 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 adjacent to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2 The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3 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.

28.4 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 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction 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 Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

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)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: 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.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

TERMINATION/ADVERSE CHANGE ENDORSEMENT
All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

OWNERS PROTECTIVE LIABILITY COVERAGE
For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

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.

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 ~~or~~ 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, materialmen, 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, materialmen, 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

_____
Witness

Date:_____

_____
Witness

[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: _____

Architect

By: _____

Owner

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14126 **County Administrator's Report 14. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Purchase of West Florida Public Library Computer Replacement Project
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the West Florida Public Library Computer Replacement Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Purchase Order from Escambia County, Florida, to Dell Marketing L.P., per the terms and conditions of PD 17-18.046, West Florida Public Library Computer Replacement Project, for a lump sum of $109,570.

[Funding: Fund 113, Capital; Cost Center 110503, Information Systems; Object Code 56401, Machinery & Equipment - $31,450; and Fund 113, Operating Supplies; Cost Center 110503, Information Systems; Object Code 56401, Machinery & Equipment - $78,120]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, March 26, 2018. Additionally, the Office of Purchasing contacted via email ten manufacturers listed on the State of Florida Department of Management Services (DMS) site as having agreements in place with the State of Florida. One bid was received on April 10, 2018.

This purchase will provide replacements for sixty-three public computers and twenty-one staff computers that are nearing the end of useful life in their current roles in WPFL facilities. This purchase also provides twenty-five additional laptop computers, with a storage/charging cart, for the purpose of expanding STEAM programming at WFPL locations and at Escambia County community centers.

BUDGETARY IMPACT:

Funding:
$31,450. Fund 113, Capital; Cost Center 110503, Information Systems; Object Code 56401, Machinery & Equipment
$78,120. Fund 113, Operating Supplies; Cost Center 110503, Information Systems; Object Code 56401, Machinery & Equipment

The $78,120. noted above will come from Operating Supplies fund due to the per-unit cost being under $1,000.

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, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Bid Tab Under Review
Bid Tab Recommendation to Award

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

WEST FLORIDA PUBLIC LIBRARY COMPUTER REPLACEMENT PROJECT
SPECIFICATION NUMBER PD 17-18.046

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, APRIL 10, 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

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
WEST FLORIDA PUBLIC LIBRARY COMPUTER REPLACEMENT PROJECT
SPECIFICATION PD 17-18.046

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.
- 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.

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:

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

WEST FLORIDA PUBLIC LIBRARY COMPUTER REPLACEMENT PROJECT
PD 17-18.046

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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

West Florida Public Library Computer Replacement Project

Solicitation Number PD 17-18.046

Solicitation

MAILING DATE: March 26, 2018
PRE-SOLICITATION CONFERENCE: There will be NO Pre-Solicitation Conference for this solicitation.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, April 10, 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

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)

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.

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

Bid Form

Item	Quantity	Unit Price	Total Cost
Dell Latitude Laptop	25		$ 0.00
Ergotron Zip40 Charging Cart	1		$ 0.00
Dell Optiplex Micro Form Factor Desktop	14		$ 0.00
Dell Optiplex Small Form Factor Desktop	70		$ 0.00
		Total Bid	$ 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 # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County, Florida Board of County Commissioners
(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
(Page 1 of 2)

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
(Page 2 of 2)

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 17-18.046, "West Florida Public Library Computer Replacement 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. Products

The following are the minimum requirements for each product. Bid submissions must match or exceed each of the minimum requirements shown below. Brands are noted for reference and equal-or-better products can be bid.

A. Dell Latitude laptop, Quantity – 25

Minimum Specifications:

- Latitude 5580 preferred; other model Latitudes acceptable if other specifications are met.
- Intel Core i7 processor
- Windows 10 Pro operating system
- NVIDIA GeForce 940MX graphics controller
- 16GB RAM
- 500GB hard drive
- 15” non-touch display, not larger than 15.6” actual size
- Integrated wi-fi adapter
- Dell ProSupport Plus – 3 years
- Dell Accidental Damage Service – 3 years

B. Ergotron Zip40 Charging Cart, Quantity – 1

- Capacity to store and charge up to 40 laptops and/or tablets
- Compatible with laptops and tablets with a screen size up to 15.6”

C. Dell Optiplex Micro Form Factor desktop, Quantity – 14

- Intel Core i7 processor
- Windows 10 Pro operating system
- 8GB RAM
- 500GB hard drive
- Wired mouse and keyboard
- 24” Dell P-series monitor

- Dell ProSupport Plus – 5 years

D. Dell Optiplex Small Form Factor desktop, Quantity – 70

- Intel Core i7 processor
- Windows 10 Pro operating system
- 8GB RAM
- 500GB hard drive
- DVD+/-RW optical drive
- Wired mouse and keyboard
- 24" Dell P-series monitor
- Dell ProSupport Plus – 5 years

3. Procurement Questions

Procurement questions may be directed to Jeffrey Lovingood, Purchasing Specialist, 850-595-4953, JDLovingood@myescambia.com. The last day for questions to be submitted for this solicitation is April 03, 2018.

4. Bid Form

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. F.O.B. Point

The F.O.B. point shall be:

West Florida Public Libraries
Attention: IT Staff
239 North Spring Street
Pensacola, FL 32502

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 requested within 90 calendar days after receipt of purchase order or release order.

7. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. 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 South Palafox Place

Pensacola, FL 32502

8. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the bid/proposal form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

9. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Any firm(s) that will be submitting a bid using alternate products can have their specifications reviewed in advance of the Bid due date by submitting the specifications and descriptive literature to Jeffrey Lovingood, JDLovingood@myescambia.com, prior to the last date for questions, which is April 03, 2018. A response to the request for use of alternate products will be provided in writing, and should be included with the firm's bid.

Any firm(s) submitting a bid using alternate products that do not have the specifications reviewed in advance of the Bid due date shall include detailed specifications and/or descriptive literature with their bid. Failure to include such specifications or literature may be cause for disqualification of the bid.

10. 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.

11. Award

Award shall be made on an "all-or-none total" basis.

12. 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.

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 17-18.046 **Solicitation Name:** West Florida Public Library Computer Replacement Project								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 4/10/2018 **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
Dell EMC		Y	N/A	Y	Y	N	Y	Y	$109,570.00
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	4/10/2018	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	4/10/2018	UNDER REVIEW			
Bids Witnessed By:	Emily Weddington, Purchasing Coordinator			**Date:**	4/10/2018	**CAR Date:**		**BOCC Date:**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **4/10/18 3:00 PM** **Form Completed By:** JDL

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 17-18.046 **Solicitation Name:** West Florida Public Library Computer Replacement Project								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 4/10/2018 **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
Dell EMC		Y	N/A	Y	Y	N	Y	Y	$109,570.00

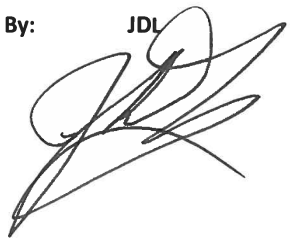
Bids Opened By:	Jeff Lovingood, Purchasing Specialist	**Date:**	4/10/2018	**Status:**	
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist	**Date:**	4/10/2018	Recommendation to Award	
Bids Witnessed By:	Emily Weddington, Purchasing Coordinator	**Date:**	4/10/2018	**CAR Date:** 5/7/2018	**BOCC Date:** 5/17/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Dell EMC

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **5/3/18 5:00 PM**

Form Completed By: **JDL**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14084 **County Administrator's Report 14. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Joint Participation Agreement - FPN 438150-1-58-01 - Traffic Signal Video Detection Equipment
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Joint Participation Agreement Between the State of Florida Department of Transportation and Escambia County - FPN 438150-1-58-01 - Traffic Signal Video Detection Equipment - Joy Jones, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution approving and authorizing the Chairman to sign the Joint Participation Agreement (JPA) between the State of Florida Department of Transportation and Escambia County - FPN 438150-1-58-01 - Traffic Signal Video Detection Equipment.

[Funding: FDOT agrees to reimburse the County for the actual costs of the project in an amount up to, but not to exceed $225,748. Funding is available in Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project 11EN1028, ITS Application, $226K available. Public Works - ITS to cover costs until reimbursed by FDOT]

BACKGROUND:

Escambia County and FDOT are seeking to enter into this JPA in order to permit the county to remove existing traffic signal detection systems and replace with new traffic signal video detection equipment at approximately 9 locations on the State Highway System, under Financial Project Number 438150-1-58-01. FDOT is prepared to reimburse the county for the actual costs of the project in an amount up to, but not to exceed $225,748.00, that has been allocated in the fiscal year 2018.

The County plans to utilize the existing traffic signal response and maintenance

contract with Ingram Signalization, Inc., to supply and install the traffic signal video detection equipment and will cover the initial costs of the project out of LOST III funds until reimbursed by FDOT.

The 9 traffic signalized intersections located on the State Highway System requiring upgrades are:

1. Brent Lane at Pensacola Christian College Entrance
2. Brent Lane at Rawson Lane
3. Brent Lane at SB I-110 Off-Ramp
4. Brent Lane at NB I-110 Off-Ramp
5. Brent Lane at Davis Highway
6. Airport Boulevard at SB I-110 Off-Ramp
7. Airport Boulevard at NB I-110 Off-Ramp
8. Fairfield Drive at Palafox Street
9. Fairfield Drive at Pace Boulevard

BUDGETARY IMPACT:

Funding: FDOT agrees to reimburse the County for the actual costs of the project in an amount up to, but not to exceed $225,748.00. Funding is available in Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project 11EN1028, ITS Application, $226K available. Public Works - ITS to cover costs until reimbursed by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and signed off on the Resolution and the JPA with a note that the Agreement has a stipulation that the county agrees to waive forum and venue and that FDOT shall determine the forum and venue in which any dispute under this Agreement is decided.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, county staff will transmit the signed JPA to FDOT for execution. Upon execution of the JPA, county staff will coordinate with FDOT for production of the project.

Attachments

Resolution
JPA

RESOLUTION R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE REMOVAL AND REPLACEMENT OF EXISTING TRAFFIC SIGNAL DETECTION SYSTEMS ON THE STATE HIGHWAY SYSTEM (FPN 438150-1-58-01); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as the "Department") has agreed to contribute funding, by way of a Joint Participation Agreement (JPA) to remove and replace existing traffic signal detection systems with new traffic signal video detection equipment at approximately nine locations on the State Highway System, FPN: 438150-1-58-01, (hereinafter referred to as the "Project"); and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted work program; and

WHEREAS, the Department is prepared to reimburse Escambia County for the actual costs of the Project in an amount not to exceed $225,748.00 which has been allocated in the fiscal year 2018; and

WHEREAS, the implementation of the Project is in the best interest of both parties and it would be most practical, expeditious, and economical for Escambia County to perform services to complete the Project.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby approves the Joint Participation Agreement and 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 Joint Participation Agreement between the Department and Escambia 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:
Date: 4/30/18

Financial Project Number(s): 438150-1-58-01
Contract No.: AS882
COUNTY: ESCAMBIA

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY

This AGREEMENT is between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, with offices at 1074 Highway 90 East, Chipley, FL 32428 (the "DEPARTMENT"), and the **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, with offices at 3363 West Park Place Pensacola, FL 32505 (the "COUNTY"). The DEPARTMENT and the COUNTY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this AGREEMENT pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the Parties are desirous of having the COUNTY remove existing traffic signal detection systems and replace with new traffic signal video detection equipment at approximately 9 locations on the State Highway System, under Financial Project Number 438150-1-58-01, which is further described on Exhibit "A" – Scope of Services, attached hereto and made a part hereof (the "PROJECT"); and

WHEREAS, the PROJECT is on the State Highway System, is not revenue producing and is contained in the adopted work program; and

WHEREAS, the DEPARTMENT is prepared to reimburse the COUNTY for the actual costs of the PROJECT in an amount up to but not to exceed TWO HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-EIGHT AND 00/100 DOLLARS ($225,748.00) that has been allocated in the fiscal year 2018; and

WHEREAS, the implementation of this PROJECT is in the best interest of both Parties and it would be most practical, expeditious, and economical for the COUNTY to perform services to complete the PROJECT;

WHEREAS, the intent of this AGREEMENT is to establish the terms and conditions of the funding and production of this PROJECT; and

WHEREAS, the COUNTY, by resolution number _____, dated _____, 201_, a copy of which is attached hereto as Exhibit "D" and made a part

hereof, has authorized the _____ to enter into this AGREEMENT.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, the Parties agree as follows:

1 – TERM:

A. This AGREEMENT shall begin upon full execution by both Parties and the COUNTY shall complete the PROJECT on or before **June 30, 2019**. If the COUNTY 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 COUNTY 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 COUNTY acknowledges that no reimbursements for the actual costs of the PROJECT will be provided by the DEPARTMENT under this AGREEMENT for work performed on the PROJECT that is not timely completed and invoiced in accordance with the terms of this AGREEMENT, for work performed prior to full execution of this AGREEMENT, or for work performed after expiration of this AGREEMENT. Notwithstanding the foregoing, the COUNTY shall remain obligated to complete all aspects of the PROJECT identified in this AGREEMENT in accordance with its terms, unless otherwise agreed by the Parties in writing.

2 – SERVICES AND PERFORMANCE:

A. The COUNTY 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".

3 – AMENDMENTS, EXTENSIONS AND ASSIGNMENT:

A. This AGREEMENT may be amended or extended upon mutual written agreement of the Parties.

B. This AGREEMENT shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT.

4 – TERMINATION OR SUSPENSION OF PROJECT:

A. The DEPARTMENT may, by written notice to the COUNTY, suspend any or all of the DEPARTMENT'S obligations under this AGREEMENT for the COUNTY'S failure to comply with applicable laws or the terms of this AGREEMENT until such time as the event or condition resulting in such suspension has ceased or been corrected. The

DEPARTMENT may also terminate this AGREEMENT, in whole or in part, at any time the interest of the DEPARTMENT requires such termination.

1. If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT shall notify the COUNTY of such termination in writing within thirty (30) days of the DEPARTMENT'S determination to terminate this AGREEMENT, with instructions as to the effective date of termination or to specify the stage of work at which the AGREEMENT is to be terminated.

2. The Parties may also terminate this AGREEMENT when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

3. If this AGREEMENT is terminated before performance is completed, the COUNTY shall be reimbursed only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress on the DEPARTMENT right-of-way will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

4. Upon termination of this AGREEMENT, the COUNTY shall, within thirty (30) days, refund to the DEPARTMENT any funds determined by the DEPARTMENT to have been expended in violation of this AGREEMENT.

5 – PROJECT COST:

A. The estimated cost of the PROJECT is **$225,748.00.**

B. The DEPARTMENT agrees to reimburse the COUNTY for the actual costs of the PROJECT in an amount up to but not to exceed **TWO HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-EIGHT AND 00/100 DOLLARS ($225,748.00)**. The method of compensation is more fully described in Exhibit "B" – Method of Compensation, attached hereto and made a part hereof. The COUNTY agrees to bear all expenses in excess of the aforementioned amount, including any cost overruns or deficits incurred in connection with completion of the PROJECT.

6 – COMPENSATION AND PAYMENT:

A. The DEPARTMENT shall reimburse the COUNTY for actual costs of the PROJECT, as further described in Exhibit "A".

B. The COUNTY 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".6

C. Invoices shall be submitted by the COUNTY 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. Requests for reimbursements by the COUNTY shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the DEPARTMENT. The COUNTY shall use the format for the invoice and progress report that is approved by the DEPARTMENT.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY 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. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment "F" – Contract Payment Requirements.

E. There shall be no reimbursement for travel expenses under this AGREEMENT.

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, or the DEPARTMENT'S Comptroller under Section 334.044(29), Florida Statutes. If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY 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 COUNTY will not be reimbursed to the extent of the non-performance. The COUNTY will not be reimbursed until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the unpaid reimbursement request(s) during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds shall be forfeited at the end of the AGREEMENT'S term.

G. The COUNTY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days from the DEPARTMENT'S receipt of the invoice. The DEPARTMENT has twenty (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 deliverables

and costs incurred are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY 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.

H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

I. The COUNTY shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. 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 (5) 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 COUNTY'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.

J. Upon request, the COUNTY agrees to provide progress reports to the DEPARTMENT in the standard format used by the DEPARTMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the PROJECT and of details thereof.

K. If, after completion of the PROJECT, 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 COUNTY owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.

L. The COUNTY must submit the final invoice on the PROJECT to the DEPARTMENT within one hundred twenty (120) days after completion of the PROJECT. Invoices submitted after the 120-day time period may not be paid.

M. In the event this AGREEMENT is for services in excess of $25,000.00 and a term for a period of more than 1 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 such 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 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 $25,000.00 and which have a term for a period of more than 1 year."

N. The DEPARTMENT'S obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

O. This AGREEMENT does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

P. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the COUNTY in violation of this AGREEMENT or any other applicable law or regulation, shall be promptly refunded in full to the DEPARTMENT. Acceptance by the DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the COUNTY files shall not constitute a waiver of the DEPARTMENT'S rights as the funding agency to verify all information at a later date by audit or investigation.

Q. In determining the amount of the payment, the DEPARTMENT will exclude all costs incurred by the COUNTY prior to the execution of this AGREEMENT, costs incurred after the expiration of this AGREEMENT, costs which are not provided for as described in this AGREEMENT, costs agreed to be borne by the COUNTY or its contractors and subcontractors for not meeting the terms of this AGREEMENT, 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:

A. The COUNTY 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.

B. The COUNTY 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 the PROJECT.

C. The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT by the COUNTY'S contractors and consultants. No funds will be provided for payment of claims or additional work on the PROJECT under this AGREEMENT without the prior written approval of the claim or request for additional work by the DEPARTMENT.

D. The COUNTY shall notify the DEPARTMENT in writing upon completion of the PROJECT, the form of which is attached hereto as Exhibit "C" – Notice of Completion.

E. The COUNTY:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the AGREEMENT; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT 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 term of the AGREEMENT.

F. The COUNTY shall 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 COUNTY in conjunction with this AGREEMENT. Specifically, if the COUNTY is acting on behalf of a public agency, the COUNTY shall:

1. Keep and maintain public records required by the DEPARTMENT to perform the service.

2. Upon request from the DEPARTMENT'S custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT'S term and following completion of the AGREEMENT if the COUNTY does not transfer the records to the DEPARTMENT.

4. Upon completion of the AGREEMENT, transfer, at no cost, to the DEPARTMENT all public records in possession of the COUNTY or keep and maintain public records required by the DEPARTMENT to perform the service. If the COUNTY transfers all public records to the DEPARTMENT upon

completion of the AGREEMENT, the COUNTY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNTY keeps and maintains public records upon completion of the AGREEMENT, the COUNTY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

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

District 3
850-330-1391
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 – Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

H. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The COUNTY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COUNTY and shall promptly provide the DEPARTMENT a copy of the COUNTY'S response to each such request.

8 – CONTRACTS OF THE COUNTY:

A. The DEPARTMENT has the right to review and approve any and all third party contracts with respect to the PROJECT before the COUNTY executes any contract or obligates itself in any manner requiring the disbursement of DEPARTMENT funds under this AGREEMENT, including consultant or construction contracts or amendments thereto. If the DEPARTMENT exercises this right and the COUNTY fails to obtain such approval, the DEPARTMENT may deny payment to the COUNTY. The DEPARTMENT may 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 that participation by the DEPARTMENT in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs

exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the COUNTY complying in full with the provisions of Chapter 287.057, Florida Statutes. The COUNTY shall certify to the DEPARTMENT that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the COUNTY to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the maximum participation amount in this AGREEMENT must be approved by the DEPARTMENT prior to COUNTY execution. Failure to obtain such approval, and subsequent execution of an amendment to the AGREEMENT, if required, shall be sufficient cause for nonpayment by the DEPARTMENT.

C. Participation by the DEPARTMENT in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the COUNTY'S complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the COUNTY shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

D. If the PROJECT is procured pursuant to Chapter 255 for construction services and at the time of 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 COUNTY must comply with the requirements of Section 255.0991, Florida Statutes.

E. The COUNTY agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

9 – CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

A. In the event the PROJECT includes construction, the following provisions are incorporated into this AGREEMENT:

1. The COUNTY is responsible for obtaining any and all permits necessary for the PROJECT.

2. In the event the PROJECT involves construction on the DEPARTMENT'S right-of-way, the COUNTY shall provide the DEPARTMENT with written notification of either its intent to:

i. Award the construction of the PROJECT to a DEPARTMENT prequalified contractor which is the lowest and best bidder in accordance

with the applicable state and federal statutes, rules, and regulations. The COUNTY shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the PROJECT utilizing existing COUNTY employees, if the COUNTY can complete said PROJECT within the time frame set forth in this AGREEMENT. The COUNTY'S use of this option is subject to approval by the DEPARTMENT.

3. The COUNTY shall utilize a qualified contractor to perform the construction work for the PROJECT. In doing so, the COUNTY shall either hire a qualified contractor using the COUNTY'S normal bid procedures, or utilize a qualified contractor under one of its existing signalization contracts, whichever is deemed most appropriate (PD 16-17.083 Signal Response Maintenance or PD 15-16.090 Traffic Signal Construction).

4. The COUNTY is responsible for provision of Construction Engineering Inspection (CEI) services. The COUNTY may either utilize in-house CEI services, or hire a qualified consultant for CEI services. If the COUNTY elects to hire, the DEPARTMENT reserves the right to require the COUNTY to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the PROJECT meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the PROJECT. Subject to the approval of the DEPARTMENT, the COUNTY may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing COUNTY staff that meet the requirements of this paragraph, or a combination thereof.

5. The COUNTY shall adhere to the DEPARTMENT'S Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

6. The COUNTY shall require the COUNTY'S contractor to post a payment and performance bond in accordance with applicable law.

7. The COUNTY shall be responsible to ensure that the construction work under this AGREEMENT is performed in accordance with the approved construction documents, and that it will meet all applicable COUNTY and DEPARTMENT standards.

10 – MAINTENANCE OBLIGATIONS:

A. The COUNTY agrees to maintain the PROJECT in accordance with the terms of the existing Traffic Signal Maintenance and Compensation Agreement between the Parties.

11 – RESTRICTIONS, PROHIBITIONS, CONTROLS AND LABOR PROVISIONS:

A. 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.

B. 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.

C. 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 COUNTY.

D. No funds received pursuant to this AGREEMENT may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

E. The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this AGREEMENT.

12 – INDEMNIFICATION AND INSURANCE:

A. 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 COUNTY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the COUNTY or any subcontractor, in connection with this AGREEMENT. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the COUNTY agrees to indemnify and hold harmless the DEPARTMENT, including the DEPARTMENT'S 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 COUNTY and persons employed or utilized by the COUNTY in the performance of this AGREEMENT. This indemnification shall survive the termination of this AGREEMENT. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY'S sovereign immunity. Additionally, the COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this AGREEMENT:

> "To the fullest extent permitted by law, the COUNTY'S contractor/consultant shall indemnify and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the DEPARTMENT'S 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 or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.
>
> This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the COUNTY'S sovereign immunity."

B. The COUNTY shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

C. If the COUNTY elects to self-perform the PROJECT, and such self-performance is approved by the DEPARTMENT in accordance with the terms of this AGREEMENT,

the COUNTY may self-insure and proof of self-insurance shall be provided to the DEPARTMENT. If the COUNTY elects to hire a contractor or consultant to perform the PROJECT, then the COUNTY shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the AGREEMENT. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The COUNTY shall, or cause its contractor to cause the DEPARTMENT to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the DEPARTMENT as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the AGREEMENT, and may not be shared with or diminished by claims unrelated to the AGREEMENT. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the COUNTY is a state agency or subdivision of the State of Florida that elects to self-perform the PROJECT. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, the DEPARTMENT shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DEPARTMENT shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT'S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DEPARTMENT may have.

D. When the AGREEMENT includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the COUNTY shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the

DEPARTMENT as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, both the DEPARTMENT and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the DEPARTMENT and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT'S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the DEPARTMENT may have.

E. When the AGREEMENT involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the DEPARTMENT as an Additional Insured on the Commercial General Liability policy/ies procured above.

13 – MISCELLANEOUS:

A. In no event shall any payment to the COUNTY 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 COUNTY 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.

B. 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.

C. The Parties agree that the COUNTY, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the DEPARTMENT as a result of this AGREEMENT.

D. By execution of this AGREEMENT, the COUNTY 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.

E. Nothing in this AGREEMENT shall require the COUNTY 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 COUNTY will at once notify the DEPARTMENT in writing in order that appropriate changes and modifications may be made by the Parties to the end that the COUNTY may proceed as soon as possible with the PROJECT.

F. 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.

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

H. The DEPARTMENT reserves the right to unilaterally terminate this Agreement for failure by the COUNTY to comply with the provisions of Chapter 119, Florida Statutes.

I. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this AGREEMENT and Florida law, the laws of Florida shall prevail. The COUNTY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this AGREEMENT is decided.

J. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE DEPARTMENT:

Florida Department of Transportation
District Traffic Operations Office
Attn: Kenneth Shiver, District Traffic Systems Specialist
1074 Highway 90 East
Chipley, Florida 32428

FOR THE COUNTY:

Escambia County
Attn: Joy Jones, P.E., Public Works Director & County Engineer
3363 West Park Place
Pensacola, Florida 32505

The remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

ESCAMBIA COUNTY

By: _____
Name: Jeff Bergosh
Title: Chairman

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(Seal)

LEGAL REVIEW:

By: _____
Approved as to form and legal sufficiency.
By/Title:
Date: 5/2/18

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

By: _____
Krissy Cook
Executive Secretary (Seal)

LEGAL REVIEW:

By: _____
Office of the General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Traffic Signal Video Detection Upgrade

Project Summary:

This PROJECT is part of the Transportation Systems Management (TSM) Plan for Escambia County. The existing traffic signal detection has become obsolete due to end-of-life cycle and requires upgrading. The COUNTY has requested this PROJECT through the Florida-Alabama Transportation Planning Organization (TPO).

The COUNTY has identified nine (9) signalized intersections that are in need of upgrading and that are located on the State Highway System which are currently compensated on the existing Traffic Signal Maintenance and Compensation Agreement (TSMCA) under DEPARTMENT contract number ARX19.

Scope of Services/Deliverables:

The Scope of Services for this AGREEMENT includes procurement, removal of old traffic signal detection equipment, and the installation of new traffic signal video detection equipment. The new equipment to be purchased must be listed on the Department's Approved Product List (APL) and be compatible with the existing traffic signal controller equipment.

A breakdown of the nine (9) traffic signalized intersections located on the State Highway System requiring upgrades are listed below:

1. Brent Lane at PCC Entrance	2. Brent Lane at Rawson Lane
3. Brent Lane at SB I-110 Off Ramp	4. Brent Lane at NB I-110 Off Ramp
5. Brent Lane at Davis Highway	6. Airport Blvd. at SB I-110 Off Ramp
7. Airport Blvd. at NB I-110 Off Ramp	8. Fairfield Drive at Palafox Street
9. Fairfield Drive at Pace Blvd.	

The available funding under this AGREEMENT is to be used to complete any and all work, labor, materials and equipment necessary removal of old traffic signal detection equipment, and the installation of new traffic signal video detection equipment. It is recommended that the COUNTY

coordinate with the selected video detection vendor to ensure that video detection cameras are installed per the manufacturer's recommendation (specific to each intersection) to limit potential video detection malfunctions such as shadowing and occlusion anomalies.

Benefits of Deployment:

Replacing obsolete equipment will improve the maintenance process and operations of the signal system. The equipment provided will improve travel time reliability through increased equipment uptime and reduced maintenance events caused by old technology. The current generation video detection technology is much more resistant to anomalies such as shadowing and occlusions.

EXHIBIT "B"

METHOD OF COMPENSATION

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this AGREEMENT, The DEPARTMENT shall reimburse the COUNTY for actual costs of the PROJECT incurred by the COUNTY, excluding any overhead, in an amount up to but not to exceed TWO HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-EIGHT AND 00/100 DOLLARS **($225,748.00)**. The number of traffic signal video detection systems to be replaced is shown in Exhibit "A", Scope of Services. The type of video detection system to be installed at locations on state highway systems shall be determined by the compatibility of the video detection system to the COUNTY's existing infrastructure and shall be listed on the DEPARTMENT'S Approved Product List (APL). Invoices and other backup documentation shall be clearly associated with the goal of procuring and installing traffic signal video detection equipment for use by the COUNTY on the State Highway System as stated in this AGREEMENT. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the COUNTY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT, in some cases, may require a memorandum of justification or clarification from the COUNTY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The COUNTY may receive progress payments up to the DEPARTMENT's participation limit for deliverables based on documentation of invoice(s) from vendor, approved and accepted to the satisfaction of the DEPARTMENT, and when properly supported by detailed backup documentation with acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

EXHIBIT "C"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY

PROJECT DESCRIPTION: Video Detection Upgrade on State Highway System

FINANCIAL PROJECT ID NUMBER: 438150-1-58-01

In accordance with the terms and conditions of the AGREEMENT, the undersigned hereby provides notification that the work authorized by this AGREEMENT is complete as of ____ day of _____, 201__ and all terms and conditions of any utility permits associated with closing out the permits have bene met.

By: _____

Name: _____

Title: _____

EXHIBIT "D"

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSION RESOLUTION

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures

Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel (not authorized in this AGREEMENT): Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible

personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13916 **County Administrator's Report 14. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Acceptance of 5' Perpetual Sidewalk Easement - Pensacola Beach Access Road Project - Beach to Bay LLC
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a 5' Perpetual Sidewalk Easement Along the Beach to Bay, LLC, Property for the Pensacola Beach Boulevard Access Road Project - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a 5' Perpetual Sidewalk Easement along property owned by Beach to Bay, LLC, for the Pensacola Beach Boulevard Access Road Project:

A. Accept the donation of the 5' Perpetual Sidewalk Easement for the Pensacola Beach Boulevard Access Road Project from Beach to Bay, LLC;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for an access road, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize the Chairman or Vice Chairman to accept the Easement documents as of the day of delivery of the Easements, and for the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The County Attorney asks that you please note the language requires the County to hold harmless and indemnify the donor of the easement. This provision is not favorable to the County, but it was required by the donor as a condition of donating the easement.

[Funding: Funds for incidental expenses associated with recording of documents are available in Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

The Pensacola Beach Boulevard Access Road Project, originally identified in the Pensacola Beach Master Plan, will provide congestion relief, access management improvements, safety upgrades, bicycle/pedestrian amenities, etc. However, in order to construct the access road with the proposed pedestrian sidewalk without having to impact Pensacola Beach Boulevard, a 5' perpetual easement is needed along the west boundary of property owned by Beach to Bay LLC.

Escambia County and Santa Rosa Island Authority (SRIA) staff have been coordinating with the property owner regarding the sidewalk impact, and the agreed-upon solution was to establish a 5' perpetual easement. The SRIA Board reviewed and approved the easement request at its March 14, 2018, regular meeting.

Upon BCC approval, staff will work with the design consultants to finalize the construction plans and coordinate with the property owners, Beach to Bay LLC, on construction impacts. Existing construction funds for the Pensacola Beach Boulevard Access Road are allocated in LOST III in the amount of $600,000. The remainder of the construction funding for the project is proposed in the LOST IV 2019 Projects List.

The construction plans for this project will be combined and solicited for construction with the National Resource Damage Assessment (NRDA)-funded Bob Sikes Bridge Fishing Pier, Trail Restoration, and Access Improvements Project. Both projects will be constructed under one contract since the construction limits for each abut at the north boundary line of the property owned by Beach to Bay LLC. The intent is for construction to commence Fall 2018, and be complete prior to the 2019 beach season.

BUDGETARY IMPACT:

Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.

Existing construction funds for the Pensacola Beach Boulevard Access Road are allocated in LOST III in the amount of $600,000; construction cost estimate is $1.5M. Balance needed is proposed in LOST IV 2019 Projects List under the Pensacola Beach Congestion Management Plan.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Perpetual Sidewalk Easement was reviewed and approved by Assistant County Attorney, Stephen West.

The County Attorney asks that you please note the language requires the County to hold harmless and indemnify the donor of the easement. This provision is not favorable to the County, but it was required by the donor as a condition of donating the easement.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, County staff will work with the consultants to finalize the design plans and prepare the construction bid package for construction solicitation.

Attachments

Easement Legal Description
Beach to Bay Area- 5' Sidewalk

5’ WIDE PERPETUAL EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK A, VILLA SABINE AS RECORDED IN PLAT BOOK 5 AT PAGE 75 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF PENSACOLA BEACH BOULEVARD (STATE ROAD 399, RIGHT OF WAY WIDTH VARIES); THENCE PROCEED NORTH 33 DEGREES 49 MINUTES 03 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE OF PENSACOLA BEACH BOULEVARD FOR A DISTANCE OF 1181.76 FEET; THENCE PROCEED NORTH 56 DEGREES 10 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 115.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID PENSACOLA BEACH BOULEVARD; THENCE PROCEED NORTH 33 DEGREES 49 MINUTES 03 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE PROCEED NORTH 33 DEGREES 49 MINUTES 03 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 398.34 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 40.00 FEET, SAID POINT BEING AN INTERSECTION WITH AN ACCESS ROAD; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVED ACCESS ROAD HAVING A RADIUS OF 40.00 FEET FOR AN ARC DISTANCE OF 48.31 FEET (DELTA 69 DEGREES 12 MINUTES 09 SECONDS, CHORD BEARING NORTH 01 DEGREES 00 MINUTES 44 SECONDS EAST, CHORD DISTANCE 45.43 FEET) TO A POINT OF TANGENCY; THENCE PROCEED NORTH 33 DEGREES 35 MINUTES 20 SECONDS WEST ALONG SAID ACCESS ROAD FOR A DISTANCE OF 29.64 FEET; THENCE PROCEED NORTH 57 DEGREES 10 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO THE EAST SIDE OF A 5.00 FOOT WIDE PERPETUAL EASEMENT; THENCE PROCEED SOUTH 33 DEGREES 35 MINUTES 20 SECONDS EAST ALONG SAID EAST SIDE OF A 5.00 FOOT WIDE PERPETUAL EASEMENT FOR A DISTANCE OF 29.57 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 45.00 FEET, SAID POINT LYING 5.00 FEET EAST OF THE EAST RIGHT OF WAY LINE OF SAID PENSACOLA BEACH BOULEVARD; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET FOR AN ARC DISTANCE OF 50.83 FEET (DELTA 64 DEGREES 43 MINUTES 23 SECONDS, CHORD BEARING SOUTH 01 DEGREES 13 MINUTES 42 SECONDS EAST, CHORD DISTANCE 48.17 FEET) TO A POINT OF TANGENCY, SAID POINT LYING 5.00 FEET EAST OF THE EAST RIGHT OF WAY LINE OF SAID PENSACOLA BEACH BOULEVARD; THENCE PROCEED SOUTH 33 DEGREES 49 MINUTES 03 SECONDS EAST ALONG SAID EAST SIDE OF A 5.00 FOOT WIDE PERPETUAL EASEMENT FOR A DISTANCE OF 396.14 FEET TO THE SOUTH LINE OF THAT DESCRIBED IN O.R. BOOK 7684 PAGE 1080 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 68 DEGREES 46 MINUTES 44 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 5.12 FEET TO THE EAST RIGHT OF WAY LINE OF PENSACOLA BEACH BOULEVARD AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF AN UNSECTIONALIZED TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA ISLAND, ESCAMBIA COUNTY FLORIDA, CONTAINING 0.05 ACRES MORE OR LESS.

0 10' 20' 40'
SCALE: 1" = 20'

NOTE: RIGHT-OF-WAY AND PROPERTY LINES SHOWN ON THIS SHEET ARE APPROXIMATE LOCATION ONLY

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions
449 W. MAIN ST., PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000340
Pensacola - Panama City Beach - Melbourne - Tallahassee - Mobile

This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.

W. JEFF HUGGINS, P.E.
FL Reg. Engineer #60324

PENSACOLA BEACH
ACCESS ROAD
IMPROVEMENTS

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 25893.06
DESIGNED BY: WJH
DRAWN BY: RGG
CHK'D BY: MDL
PROJ. MGR: DKH
DATE: NOV 2017

NOT RELEASED FOR CONSTRUCTION BY ___ DATE __/__/____

BEACH TO BAY AREA

X-XXX

K:\258\25893.06\DWG\2017 Morgan Park Boundary.dwg, Feb 28, 2018 - 11:40:31AM, jhuggins

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14088 **County Administrator's Report 14. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: State-Funded Grant Agreement - County Road (CR) 184 Muscogee Road Phase IV-B
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation State-Funded Grant Agreement for County Road 184 (Muscogee Road) Phase IV-B Freight Corridor - FPN: 437039-4-54-01 - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) State-Funded Grant Agreement for County Road (CR) 184 (Muscogee Road) Phase IV-B Freight Corridor, FPN: 437039-4-54-01, for funding not to exceed $500,000, for the transportation improvements on CR 184 (Muscogee Road) Freight Corridor in Escambia County:

A. Adopt a Resolution authorizing the Chairman to execute the Agreement;

B. Approve, subject to Legal review and sign off, the State of Florida Department of Transportation (FDOT) State-Funded Grant Agreement for transportation improvements on CR 184 (Muscogee Road) Freight Corridor in Escambia County; and

C. Authorize the Chairman to sign the Agreement, the Resolution, and any other documents related to this project, subject to Legal approval, without further action of the Board.

[Funding: A Supplemental Budget Amendment for the $500,000 will be prepared by the Office of Management and Budget to recognize the funding for the Agreement. The local participation amount of $77,500 is available in the LOST III fund account associated with CR 184 (Muscogee Road) Corridor Improvements and connecting roadway]

BACKGROUND:

This project consists of roadway and minor drainage improvements along CR 184 (Muscogee Road), Phase IVB, from Booker Street to just west of CR 297A (0.50 miles). These improvements generally consist of mill and overlay of the existing road, installation of acceleration and deceleration tapers at side roads, 5' paved shoulders, minor ditch grading, driveway culvert replacement, guardrail, and minor utility adjustments. Right-of-way restoration will be accomplished by sodding. Erosion and sediment control will be utilized through construction.

The estimated cost of the Project is $577,500, which is based on the Schedule of Financial Assistance in Exhibit "B". FDOT agrees to participate in the project cost up to the maximum amount of $500,000 and additionally, the FDOT's participation in the project shall not exceed 100% of the total cost of the project. Escambia County agrees to fund the local participation amount of $77,500.

BUDGETARY IMPACT:

A supplemental budget amendment for the $500,000 will be prepared by the Office of Management and Budget to recognize the funding for the Agreement.

The local participation amount of $77,500 is available in the LOST III fund account associated with CR 184 (Muscogee Road) Corridor Improvements and connecting roadway.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Sr. Assistant County Attorney, reviewed and approved the Resolution. The Agreement is subject to legal review and sign-off.

Please note that the Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The recipient agrees to waive forum and venue and the Department (FDOT) shall determine the forum and venue in which any dispute under this Agreement is decided.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval of this Recommendation, the Chairman will need to sign the Agreement. The Clerk's Office will then need to certify the copy of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the Agreement and the certified copy of the Resolution to FDOT for final signatures and for their files.

Engineering staff will continue to coordinate this project with FDOT, the Purchasing Department, (for procurement of a contractor), and will provide project management.

Attachments

Resolution
Agreement
Ltr to FDOT
Tentative Schedule

RESOLUTION R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A STATE FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO CR 184 MUSCOGEE ROAD PHASE IVb (FPN 437039-4-54-01); 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, by way of a State Funded Grant Agreement (FPN 437039-4-54-01), to provide financial assistance for "CR 184 Muscogee Road Phase IVb," which shall include the construction of roadway and drainage improvements along Muscogee Road, from Booker St. to just west of CR 297A (0.50 miles) (hereinafter referred to as "the Project"); and

WHEREAS, the Department and Escambia County, Florida (hereinafter referred to as "County") have evaluated the need for the Project; and

WHEREAS, the County has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is $577,500.00 (five hundred seventy-seven thousand five hundred dollars); and

WHEREAS, the Department has agreed to participate in the total Project cost in an amount not to exceed $500,000.00 (five hundred thousand dollars); and

WHEREAS, the County has agreed to participate in the total Project cost in an amount not to exceed $77,500.00 and bear any expenses in excess of the total Project cost.

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 approves the State of Florida Department of Transportation State-Funded Grant Agreement.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Agreement.

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: _____
Date: 3/8/18

STATE-FUNDED GRANT AGREEMENT

FPN: 437039-4-54-01	Fund: EM18	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 48 (Escambia)	Contract No:	Vendor No: F596000598154

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Escambia County B.O.C.C., ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☒ 1921A, Chapter 2017-70, LOF , Local Transportation Projects , 55.039

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 184 Muscogee Road Phase IV-B, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; 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 the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2019. If the Recipient 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 Recipient 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $577,500. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $500,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient 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"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient 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 Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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 deliverables and costs incurred 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), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. 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 Recipient'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.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. 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 Recipient 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.

j. The Recipient 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.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. 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."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient 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.

8. General Requirements:

The Recipient 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.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. 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.

c. The Recipient 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.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may 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 hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. 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 Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient 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 state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance 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 state financial assistance awarded through

the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient 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 Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient 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, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. 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.

b. 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.

c. 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 Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any 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.

g. The Recipient 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.

14. Indemnification and Insurance:

a. 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 Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department , including the Department's 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 Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's 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 or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the

standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient 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 Recipient 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.

b. 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.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient 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.

e. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. 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.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____

e. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audit Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Escambia County B.O.C.C.

By: _____

Name: Jeff Bergosh

Title: Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jared Perdue

Title: Director of Transportation Development

Legal Review:

By: _____

Name: District Three Legal Office

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 437039-4-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Escambia Counbty B.O.C.C.(the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .50 miles

PROJECT DESCRIPTION:
This project consists of roadway and minor drainage improvements along Muscogee Rd. Phase IV-B from Booker St. to just west of CR 297A (0.50 miles). These improvements generally consist of mill and overlay of the existing road, installation of acceleration and deceleration tapers at side roads, 5' paved shoulders, minor ditch grading, driveway culvert replacement, guard rail, and minor utility adjustments. Right of way restoration will be accomplished by sodding. Erosion and sediment control will be utilized through construction.

SPECIAL CONSIDERATIONS BY RECIPIENT:

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:
The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:
For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:
The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipent shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

(also known as the Florida Greenbook).
The Recipient 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 .
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 November 2018.
f) Construction to be completed by October 2019.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all nesscary certifications have been reviewed and approved.

STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
Escambia County B.O.C.C. P.O. Box 18178 Pensacola, FL 32591	437039-4-54-01

I. **PHASE OF WORK by Fiscal Year:**	**FY 2018**	**FY2019**	**FY2020**	**TOTAL**
Design- Phase 34	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Right of Way- Phase 44	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$ 0.00	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Construction/CEI - Phase 54	$ 577,500.00	$ 0.00	$ 0.00	$577,500.00
Maximum Department Participation - (Local Transportation Projects)	100% or $ 500,000.00	% or $	% or $	% or $ 500,000.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	100% or $ 77,500.00	% or $ 0.00	% or $ 0.00	% or $77,500.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$ 77,500.00	$	$	$ 77,500.00

STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Insert Phase and Number (if applicable)	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
II. **TOTAL PROJECT COST:**	$577,500.00	$0.00	$0.00	$577,500.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
District Grant Manager Name

Signature Date

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Escambia County B.O.C.C.

PROJECT DESCRIPTION:CR 184 Muscogee Road Phase IV-B

FPID#: 437039-4-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects, 55.039

***Award Amount:** $500,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges:Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs:If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

Board of County Commissioners • Escambia County, Florida

Colby Brown, P.E.
Deputy Director, Asst. County Engineer
Public Works Department

April 23, 2018

Dustin Castells
LAP Administrator
1074 Highway 90
Chipley, FL 32428

Re: FPN 437039-2-54-01 – CR 184 (Muscogee Road) Freight Corridor Improvements

Dear Mr. Castells:

Escambia County is requesting that the additional $500,000 available for the Muscogee Road Freight Corridor Improvements ("Project") through the State of Florida's Economic Development Trust Fund (EDTF) Program be allocated towards Muscogee Road Phase IV.

County Staff previously requested the $500,000 funding to supplement the construction budget shortfall for Phase II (CR 99 (Beulah Road) to Carlisle Road) of the Project. However, the County used Local Option Sales Tax (LOST) funds to support the shortfall for that phase. Therefore, the $500,000 is being requested for a segment of Phase IV of the project. Along with the $500,000, Escambia County will provide the additional funds to support the Phase IV segment which currently has 100% design, permits received, and is ready for construction.

A scope of work for all of Phase IV, tentative timeline for the segment of Phase IV, and an overall map are attached.

As always, thank you for your patience in this matter and we appreciate all the coordination and assistance provided by the Department. We look forward to a response.

Sincerely,

Digitally signed by Colby Brown
Date: 2018.04.25 12:34:11 -05'00'

Colby Brown, P.E.
Deputy Director, Public Works

Attachments:
Scope
Schedule
Map

c: Jack Brown, County Administrator
Joy Jones, P.E., Director of Public Works
Wes Moreno, Deputy Director of Public Works
Robin Lambert, Accountant, Escambia County Public Works
David Forte, Division Manager, Escambia County Public Works
Liz Bush, Construction Manager, Escambia County Public Works
Terri Malone, Transportation Planner, Escambia County Public Works
Meghan Jadofsky, Local Program Coordinator, FDOT District 3
Bryant Paulk, Urban Liaison, FDOT Milton Operations

Tentative Schedule For Muscogee Ph IV Segment –

FDOT Executes Agreement:	Jun-2018
Bid Package to Purchasing:	July-2018
FDOT Approved Advertisement:	Oct-2018
Advertise:	Nov-2018
Award:	Jan-2019
Issue NTP:	Feb-2019
Begin Construction:	Mar-2019
Substantial Completion (120 Days):	Jul-2019
Final Completion (30 Days):	Aug-2019
Final Invoice:	Sep-2019
EDTF Contract Completion:	Oct-2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14075 **County Administrator's Report 14. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Contract PD 14-15.030 Bob Sikes Bridge Toll System Upgrade Project
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract PD 14-15.030 for the Bob Sikes Bridge Toll System Upgrade Project - Joy Jones, P.E., Public Works Department Director

That the Board approve the annual allocation, in the amount of $177,294.16, plus an additional 10% ($17,729.42) for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2019, to Transcore, LP.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401]

BACKGROUND:

At the regularly-scheduled meeting on July 7, 2015, the Board approved Contract PD 14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project, to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis, the County may opt to convert to an all-inclusive maintenance contract at the rates provided. Approval of this recommendation will exercise Year 3 of the Time and Materials Maintenance 5 Year Contract.

The Bob Sikes Bridge Toll Facility System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system encompasses 4 lanes, including a single dedicated annual pass lane

and 3 mixed-use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed-use lanes are open to pass holders and/or offer the $1 cash transaction option.

BUDGETARY IMPACT:

Funds are available in Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Codes 54601 and 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Purchase Orders will be issued as required.

Attachments

Price Proposal

Board Actions with backup

Volume VI - Method of Compensation

Attachment 2

Price Proposal Form (with price breakdown and scope descriptions as discussed in 6/18/15 meeting)

Pay Item No.	Name	Unit	Quantity	Unit Price [A]	Extended Price	Proposer Remarks
Toll System						June 18th Final Negotiation Meeting
1-1	Design and Documentation	LS	1	$84,236.68	$84,236.68	Includes: System design (Host, Plaza, Lanes, and Integrity), design documentation, and as-built plans documentation.
1-2	Testing	LS	1	$217,199.12	$217,199.12	Includes: Factory Acceptance Test (FAT), Commissioning tests (4 Lanes), and Final System Acceptance Test (SAT)
1-3	Host and Plaza	LS	1	$66,990.52	$66,990.52	Includes: Installation Labor for Host/Plaza, MOMS, LAN equipment, and UPS units. Not Included: Hardware for Host/Plaza, MOMS, LAN, and UPS. Hardware to be provided to TransCore by the County.
1-4	Lanes	LS	1	$639,628.31	$639,628.31	Includes Labor and materials for 4 Mixed-mode lanes capable of receiving cash/transponder payment or transponder-only payment options (credit card and coin payment are NOT included). Includes transponder readers/antennas, vehicle classification (number of axles per vehicle), license plate cameras (rear plate cameras only), and in-booth "cash register". Credit card payment capability is NOT included.
1-5	Customer Service System (Integrity), with Customer Website and Annual Pass	LS	1	$342,461.79	$342,461.79	Includes Customer Website (w/ annual pass credit card payment option), Annual Pass Mgmt, Customer Account Mgmt, Financial Accounting, and Reports
1-6	Training	LS	1	$21,900.00	$21,900.00	Includes: 24 hours (3 days) of total training. 1 day for Plaza & Lane Operations (in person), 1 day for System Architecture and Maintenance (web based), and 1 day for Customer Service System training (in person). It also includes travel and training preparation time. Excludes training on the optional systems described in Pay Item No's 5-8.
1-7	Year Zero Warranty Maintenance	LS	0	$0.00	$0.00	Included in the Maintenance Phase.
1-8	Year Zero Warranty Parts	LS	1	$54,047.22	$54,047.22	Includes: an allotment of spare parts to be used for lane repairs starting in Year 1 of maintenance. Parts are replenished as they are used and stock is depleted. Replenishment parts are billed to the County via the same t&m process used for corrective maintenance or via another mutually agreed upon method. Alternatively, if this allotment is not desired, please note that it can take as long as 120 days for TransCore to receive and deliver repair parts to the Bob Sikes Bridge toll plaza.
1-9	Project Management & Administration	LS	1	$264,751.38	$264,751.38	Overall project management labor: software/hardware design mgmt, host/plaza install mgmt, lane install mgmt, project mgmt plan development, schedule development/mgmt, progress meetings/communications, travel, facilities, bonding, and insurance.
1-10	Tax Credit	EA	1	-$15,836.00	-$15,836.00	This credit is provided under the assumption that the County is tax exempt and TransCore would not incur any applicable taxes. This will be further discussed between the County and TransCore and be adjusted as needed.
	Subtotal Toll System Implementation				$1,675,379.02	Includes all of the above (per herein and proposal).
Transponders						
2-1	Transponder [1]	EA	5,000	$20.85		SeGo Hardcase Mini Portable transponders. Includes taxes and shipping.
2-2	Transponder [1]	EA	10,000			
2-3	Transponder [1]	EA	15,000	$10.95		SeGo Sticker Tag transponders. Includes taxes and shipping.
2-4	Transponder [1]	EA	30,000		$0.00	Transponder prices for reference only and not included in the proposal.
Maintenance (Time and Materials Years 0-2 / All-Inclusive Years 3-10)						
3-0	Spare Parts Allotment	EA	0	$0.00	$0.00	Included in the Implementation Phase
3-1	Toll System Maintenance - Year 0 (Time and Materials)	MO	12	$13,792.17	$165,506.00	**Time and Materials (T&M) Maintenance** **Included:** 24/7 remote system monitoring, warranty software updates, and preventative maintenance. **Not Included:** Hardware, software upgrades, maintenance of traffic (MOT), and corrective maintenance in compliance with the RFP required timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). Time to Acknowledge, Respond, and Repair to be discussed/agreed upon between County and TransCore. **Payment (Year 0 Only):** T&M maintenance for the months between Go-Live and October 2016 will be paid by the County to TransCore in October 2016. T&M maintenance for all subsequent months will be paid on a monthly basis.
3-2	Toll System Maintenance - Year 1 (Time and Materials)	MO	12	$14,274.89	$171,298.71	Same as 3-1
3-2	Toll System Maintenance - Year 2 (Time and Materials)	MO	12	$14,774.51	$177,294.16	Same as 3-1
3-3	Toll System Maintenance - Year 3 (All Inclusive)	MO	12	$31,077.08	$372,925.02	**All Inclusive Maintenance** **Included:** 24/7 remote system monitoring, preventative maintenance, corrective maintenance, warranty software updates, maintenance of traffic (MOT), and compliance with RFP required service level timeframes (30 mins to detect, 2 hours to respond, and 4 hours to fix). **Not Included:** Software and hardware upgrades. **Payment (Years 3 to 10):** all-inclusive maintenance will be paid monthly.
3-4	Toll System Maintenance - Year 4 (All Inclusive)	MO	12	$32,164.78	$385,977.39	Same as 3-3
3-5	Toll System Maintenance - Year 5 (All Inclusive)	MO	12	$33,290.55	$399,486.60	Same as 3-3
3-6	Toll System Maintenance - Year 6 (All Inclusive)	MO	12	$34,455.72	$413,468.63	Same as 3-3
3-7	Toll System Maintenance - Year 7 (All Inclusive)	MO	12	$35,661.67	$427,940.04	Same as 3-3
3-8	Toll System Maintenance - Year 8 (All Inclusive)	MO	12	$36,909.83	$442,917.94	Same as 3-3
3-9	Toll System Maintenance - Year 9 (All Inclusive)	MO	12	$38,201.67	$458,420.07	Same as 3-3
3-10	Toll System Maintenance - Year 10 (All Inclusive)	MO	12	$39,538.73	$474,464.77	Same as 3-3
	Subtotal Maintenance				$3,889,699.33	
	TOTAL				**$5,565,078.35**	
Reimbursable						
4	Reimbursable Cost	EA				
Future Options - the County may or may not elect to proceed with these items						
5	Image Processing Subsystem (IPS)	LS	1	$410,039.27 *	$410,039.27 *	**Includes:** Violation Processing System, Image Processing System (with OCR and manual review), and Collections System. It includes 3 days of training on these same systems onsite in Pensacola. It assumes that: the County supplies all staff required to operate the systems; The County is not interoperable with SunPass; 20,000 transactions per day with 10% (2,000) being image transactions per the RFP. * Additional per transaction fees may apply for additional services such as manual image review, DMV look-up's, invoice/notice printing, invoice/notice mailing, etc.
6	Collection Tracking					
7	Back Office Toll Enforcement Center Subsystem - Violation Processing System (VPC)					
8	Optical Character Recognition (OCR) and Image reviewer function					
	Subtotal Options				$410,039.27	
				GRAND TOTAL	**$5,975,117.62**	

Notes:

[A] Proposer is to complete unit prices in this column, and as necessary offer remarks

[1] Denote potential order quantities for volume pricing over the term of the contract

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning Contracts for the Bob Sikes Bridge Toll Facility (Funding: funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401):

    A. Approving the annual allocation, in the amount of $171,298.71, plus an additional 10% ($17,129.87), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, through July 7, 2018, to Transcore, LP; and

    B. Amending the Board's action of December 8, 2016, CAR II-32, Item "B," and approving a 12-month extension, effective July 1, 2017, through June 30, 2018, 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, 4 Supervisors, and 25 Toll Collectors, per the original Contract.

24. Approving, and authorizing the County Administrator to execute, the following Change Order to Roads, Inc., of NWF, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #16EN3655):

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$19,500.00
Vendor:	Roads, Inc., of NWF
Project Name:	Mack's Road Dirt Road Paving Project
Contract:	PD 14-15.064, General Paving and Drainage Agreement
Purchase Order No.:	161394
Change Order (CO) No.:	1
Original Award Amount:	$337,890.80
Cumulative Amount of Change Orders through this CO:	$19,500.00
New Contract Total:	$357,390.80

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12148 **County Administrator's Report 12. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Contracts for the Bob Sikes Bridge Toll Facillity
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contracts for the Bob Sikes Bridge Toll Facility - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Contracts for the Bob Sikes Bridge Toll Facility:

A. Approve the annual allocation, in the amount of $171,298.71, plus an additional 10% ($17,129.87) for equipment repairs, for the Time and Materials Maintenance Contract Agreement through July 7, 2018, to Transcore, LP;

B. Amend the Board's action of December 8, 2016, CAR II-32, Item "B" and approve a 12-month extension, effective July 1, 2017, thru June 30, 2018, 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, 4 Supervisors, and 25 Toll Collectors, per the original Contract.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401]

BACKGROUND:

Bob Sikes Bridge Electronic Toll Collection System Maintenance Contract:

Meeting in regular session on November 17, 2016, the Board issued a formal direction to staff to postpone the All-Electronic Tolling (no cash) conversion at the Bob Sikes Bridge Toll Facility. Due to discussion, both by the Board of County Commissioners and by the public since that direction, staff is requesting that the aforementioned maintenance contract allocation be approved.

At the regularly-scheduled meeting on July 7, 2015, the Board approved Contract PD

14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis, the County may opt to convert to an all-inclusive maintenance at the rates provided.

The Bob Sikes Bridge Toll Facility System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system consists of 4 lanes that include a single dedicated annual pass lane, and 3 mixed-use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed-use lanes are open to pass holders and/or offer the $1 cash transaction option.

Bob Sikes Bridge Toll Plaza Staffing:

In order to align the staffing contract with the original Agreement, Staff is requesting a change in the dates of the extensions to the existing contracts.

The Board awarded Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge on June 2, 2015. The Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15-048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, was effective July 1, 2015, for a term of 1 year, with options for renewal up to 4 additional 12 month periods, subject to the terms of the Agreement. This recommendation will modify the December 8, 2016 Board action from a 16 month extension to a 12 month extension, and will extend the contract for an additional year effective July 1, 2017. The estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original contract.

BUDGETARY IMPACT:

Funds are available in Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Codes 54601 and 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Purchase Orders will be issued as required.

Attachments

BCC Mins 060215
BCC Mins 070715
BCC Mins 120816
BCC Mins 021617

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

9. Taking the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401):

A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, "Bob Sikes Bridge Toll System Upgrade Project," for a lump sum of $1,675,379.02;

B. Approving, and authorizing the County Administrator to sign, the Purchase Orders for materials included in the Scope of Work being purchased by Escambia County due to contract savings, as follows:

(1) Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

(2) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743.00;

(3) Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495.00;

(4) Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

(5) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, DMZ Switch, in the amount of $477.00;

(Continued on Page 21)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

9. Continued...

B. Continued...

(6) Third Party Software Purchase Orders, as follows:

(a) Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

(b) Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

(c) Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

(d) Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495.00;

(e) Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795.00;

(f) Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

(7) Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

(8) Graybar, UPS, in the amount of $10,908.80, for computer hardware, totaling $86,991.69;

C. Acknowledging, for the Board's record, the total for installation, in the amount of $1,762,370.71; and

(Continued on Page 22)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8396 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Contract Award for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, for a lump sum of $1,675,379.02;

B. Approve and authorize the County Administrator to sign the Purchase Orders for materials included in the Scope of Work, being purchased by Escambia County due to contract savings, as follows:

1. Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

2. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743;

3. Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495;

4. Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

5. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS,

DMZ Switch, in the amount of $477.00;

6. Third Party Software Purchase Orders, as follows:

a. Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

b. Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

c. Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

d. Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495;

e. Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795;

f. Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

7. Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

8. Graybar, UPS, in the amount of $10,908.80, for computer hardware totaling $86,991.69;

C. Acknowledge for the Board's Record the total for installation, in the amount of $1,762,370.71; and

D. Approve five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401]

BACKGROUND:

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass, and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the $1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal

was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of $4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of $1,757,072.34 plus maintenance.

Savings as follow:

- Original April 28, 2015 Proposal
  - Construction $2,450,440.00
  - Maintenance $1,898,632.80

  Total $4,349,072.80
- June 18, 2015 Negotiation Meeting
  - Construction $1,757,072.34
  - Maintenance
    - Time & Materials $1,084,089.48
    - All Inclusive (possible future) $2,203,189.44

  Total $2,841,161.82 (w/time & materials maintenance)

A savings of $1,507,910.98 based on Time and Materials or $388,811.02 for All Inclusive Maintenance (both savings calculated on only 5 years maintenance, the original scope of work).

BUDGETARY IMPACT:

Funding: Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form B, Construction Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass,

and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the $1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of $4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of $1,757,072.34 plus maintenance, a savings of $693,367.66.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form B, Construction and Purchase Order.

Attachments

Agreement
BSB TSR Atkins Letter

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

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)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11284 **County Administrator's Report 12. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Contracts for the Bob Sikes Bridge
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval: RZ for JB

RECOMMENDATION:
Recommendation Concerning the Bob Sikes Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Bob Sikes Bridge:

A. Approve 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. Approve 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. Authorize the Chairman to sign all related documents.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401]

BACKGROUND:
A. Due to the discussions over the recent months and the Board's formal direction at its November 17, 2016 regular meeting to postpone the All-Electronic Tolling (no cash) conversion at the Bob Sikes Bridge Toll Plaza, County Staff is requesting that the two aforementioned contract allocations be approved. On July 7, 2015, the Board approved Contract PD 14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners.

On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided. The Bob Sikes Bridge Toll Plaza System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system consists of 4 lanes that include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed use lanes allow for the use of pass holders and/or offer the $1 cash transaction.

B. The Board awarded Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge on June 2, 2015, and approved the Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, effective July 1, 2015, for a term of 1 year, with options for renewal up to 4 additional 12-month periods, subject to the terms of the Agreement. This recommendation will extend the contract for an additional year effective July 1, 2016. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original contract. This contract will be re-bid this year based on the impact of electronic tolling. This contract is being extended for 16 months so that the yearly approvals are in our fiscal year calendar period.

BUDGETARY IMPACT:

Funds are available from Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 54601 and 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Purchase Orders will be issued upon Board approval.

Attachments

Board Approval
Agreement 14-15.030
JJW Board Approval and Contract

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

10. Amending the Board's action taken on December 8, 2016, CAR II-32A, approving the annual allocation, in the amount of $180,000, for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the recommendation to September 30, 2017, rather than September 30, 2016; this does not affect the Five year Time and Maintenance Contract, 14-15.030, that was approved July 7, 2015.

11. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Florida Department of Environmental Protection Agreement No. S0878, Amendment Number 1, which includes the following changes (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110211, Object Code 56301, Project 16PF3502):

Task 1 Design and Permitting is being changed from $78,000 to $45,000, which is based on actual expenses.

Task 2 Construction is being changed from $864,000 to $758,000, which is based on the completed design.

Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from $40,200 to $180,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through June 2017.

None of the task descriptions have changed, and the total amount of the Grant remains unchanged at $1,000,000.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11686 **County Administrator's Report 15. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/16/2017
Issue: Bob Sikes Bridge Contracts
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Bob Sikes Bridge Contracts - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action taken on December 8, 2016, CAR II-32A, approving the annual allocation in the amount of $180,000 for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the Recommendation to September 30, 2017, rather than September 30, 2016.

This does not affect the Five year Time and Maintenance Contract 14-15.030 that was approved July 7, 2015.

BACKGROUND:
A scrivener's error was made on Agenda Item CAR II - 32-A at the December 8, 2016, Board of County Commissioners Meeting. This is to amend the recommendation to correct the ending date.

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 Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, the Office of Purchasing will issue a Purchase Order to Transcore, LP.

Attachments

Board Action 12/8/2016

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

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)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14087 **County Administrator's Report 14. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Change Order on Contract PD 16-17.010 "Muscogee Road (CR 297A to US 29) Widening and Drainage Improvement Project"
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order on Contract PD 16-17.010, to Roads, Inc. of NWF, for the Muscogee Road (County Road 297A and U.S. 29) Widening and Drainage Improvement Project - Joy Jones, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc. of NWF, in the amount of $185,162.49, on Contract PD 16-17.010, for the Muscogee Road (County Road 297A and U.S. 29) Widening and Drainage Improvement Project:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$185,162.49
Vendor:	Roads, Inc. of NWF
Project Name:	Muscogee Road (County Road 297A and U.S. 29) Widening and Drainage Improvement Project
Contract:	PD 16-17.010
PO#:	171017
CO#:	4
Original Contract Award:	$1,790,010.68
Cumulative Amount of Change Orders Through this CO:	$250,038.40
New Contract Amount:	$2,040,049.08

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107, Object Code 56301, Project #16EN3535]

BACKGROUND:

Meeting in regular session on January 19, 2017, the Board awarded Contract PD 16-17.010, Muscogee Road (County Road 297A and US 29) Widening and Drainage Improvements Project, to Roads, Inc. of NWF.

In addition, an Economic Development Transportation Project Fund Agreement was approved by the Board on June 2, 2015, for funding in an amount not to exceed $1,950,000 for this project. This project consists of the design and construction of transportation facility improvements on County Road (CR) 184 (Muscogee Road) and State Road (SR) 95 (US 29). The project also will provide for improvements to the entrance of International Paper Company along CR 184 (Muscogee Road) and SR 95 (US 29).

Change Order 1, in the amount of $30,667.80, was a request for additional services for unknown utility conflicts on Muscogee Road Phase I. The existing location shown in the plans for the ECUA force main was incorrect. In the plans, the facilities were shown on the west side of Pace Parkway and the east side of Contractor's Drive. When the contractor field-located the facilities they were located on the east side of Pace Parkway and west side of Contractor's Drive. Since ECUA requires their force main facilities under a road to be encased or installed with ductile iron (DI), there was a deduction for PVC and an addition for DI ($3,368.01 reimbursable by ECUA). Additional lateral asphalt patching was also required as a result of the force main location ($14,316.00). Additionally, during excavation activities to extend the 12" water line, the contractor encountered an existing water line encased in concrete, which was replaced to facilitate the tie-in. ($12,672.53).

Change Order 2, in the amount of $34,208.11, was a request for additional services for unknown ECUA utility conflicts. Reimbursement was received from ECUA ($34,208.11).

Change Order 3 was for time only due to weather delays. FDOT has approved an extension through May 31, 2018.

This Change Order, 4, is a request for additional services for the design and installation of a sidewalk and bus stop pad to be installed along US 29, between Muscogee Road and Morris Road. The contractor is requesting 60 days to complete the work, which will allow the signal sub-contractor to schedule the pedestrian signal work. An additional 11 days is requested.

This Change Order is not reimbursable through the grant and will be funded with Local Option Sales Tax III.

BUDGETARY IMPACT:

Funds for this Change Order are available in Fund 352, "Local Option Sales Tax III", Account 210107, Object Code 56301, Project #16EN3535.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Change Order 4 for Approval
PO w/Agreement
Change Order Recap Sheet
Change Order 1
Change Order 2
Change Order 3
EDTF Grant
EDTF Grant 2nd Amendment

James Duncan
cn=James Duncan, o=Public Works, ou=Engineering, email=jeduncan@myescambia.com, c=US
2018.04.26 17:14:12 -05'00'

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Muscogee Road Phase I (CR 297-A to US 29)
Project ID:
Location: CR 297-A to US 29
Project Manager: Elizabeth Bush
Date: 4/12/2018

Joy Jones
cn=Joy Jones, o=Public Works, ou=Engineering, email=djones@myescambia.com, c=US
2018.04.27 08:43:42 -05'00'

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This is an RFF for additional services to be provided by Roads, Inc for the design and installation of a sidewalk and bus stop pad to be installed along US 29, between Muscogee Road and Morris Road. The contractor is requesting 60 days to complete the work required which will allow the signal sub-contractor to schedule the pedestrian signal work. An additional 11 days will be required for weather related delays. The total change order increase will be $185,162.49 with a new contract amount of $2,040,049.08 which equals a total 14% increase. The new contract completion date will be July 30, 2018. Please see attached spreadsheet and contractor's breakdown for additional information.

Attached backup documentation ____ page (s).
RFF/NTP Start Date 5/20/2018 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 71 calendar days.
7/30/2018 Completion date

				Obligated	Required
Balance of CIP Project					
Funds for Original Construction Contract					
Funds for Construction CO#	4				$ 185,162.49
Contract PD		Contractor	Roads, Inc.		
Funds for Original Task Order					
Funds for Addendum #					
Task Order PD		Consultant			
Funds for Original Work Order					
Funds for Change Order #					
Contract PD		Contractor			
Funds for Contingency		Consultant			
Funds for Permit Fees		Agency			
Funds for Land Purchases		Owner			
Funds for Title Work		Company			
Contract PD		Contractor			
Funds for					
New Balance of CIP Project				$ -	$ (185,162.49)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer

County Engineer Signature | Transferred by | Transfer Date

Posted to Expedition
Date:

Muscogee Road Phase I (CR297A to Hwy 29) Widening and Drainage Improvements				Change Order #4a		
Item No.	Description	Quantity	LS	Unit Price	Amount	Reason for Change Order
CO 4-2	Design/Build Sidewalk and Bus Pad for Pedestrian Access Route.	1	LS	$ 100,794.59	$ 100,794.59	Includes approximately 400LF sidewalk, concrete curb, 8'x20' concrete bus pad, and two ADA ramps (LS fee includes design, permitting, excavation, clearing and grubbing, labor and materials, erosion control, sodding, and utility adjustments).

Change Order #4a Total	**$**	**100,794.59**
Change Order #4a Percentage Change		**6.0%**
Accumulative Change Order Percentage Increase/Decrease:		**9.3%**
Accumulative Change Order Total Funding Increase/Decrease:	**$**	**165,670.50**
Contract Total Costs Including Change Order:		**$1,955,681.18**

Muscogee Road Phase I (CR297A to Hwy 29) Widening and Drainage Improvements				Change Order #4b		
Item No.	Description	Quantity	LS	Unit Price	Amount	Reason for Change Order
CO 4-1	Additional Mobilization	1	LS	$ 15,407.17	$ 15,407.17	
CO 4-3	Additional MOT to work in FDOT R/W	1	LS	$ 15,119.16	$ 15,119.16	
CO 4-4	Removal of Existing Striping	812	SF	$ 2.88	$ 2,338.56	
CO 4-5	Painted Pavement Markings Final Surface	1	LS	$ 1,295.93	$ 1,295.93	
CO 4-6	Thermoplastic 6"	0.04	MI	$ 5,255.72	$ 210.23	
CO 4-7	Thermoplastic 12"	405	LF	$ 2.88	$ 1,166.40	
CO 4-8	Thermoplastic 18"	80	LF	$ 4.32	$ 345.60	
CO 4-9	Thermoplastic 24"	94	LF	$ 5.76	$ 541.44	These items will be required to complete the Pedestrian Access Route to the bus stop.
CO 4-10	Thermoplastic Message	1	LS	$ 129.59	$ 129.59	
CO 4-11	Directional Bore for Signal Cables	1	LS	$ 8,351.55	$ 8,351.55	
CO 4-12	Pedestrian Signal	2	EA	$ 1,799.90	$ 3,599.80	
CO 4-13	Pedestrian Poles	2	EA	$ 2,159.88	$ 4,319.76	
CO 4-14	Pedestrian Detector	4	EA	$ 287.98	$ 1,151.92	
CO 4-15	Signal Cable	1	LS	$ 4,607.75	$ 4,607.75	
CO 4-16	Cabinet Modification	1	LS	$ 2,159.88	$ 2,159.88	
CO 4-17	14x23 ERCP	78	LF	$ 58.84	$ 4,589.52	Added to provide a driveway that was not located in the plans but needed for property access.
CO 4-18	14x23 ERCP MES	2	EA	$ 1,195.11	$ 2,390.22	
CO 4-19	24x38 ERCP MES	1	EA	$ 3,886.35	$ 3,886.35	This item was in the plans but not in the original bid and is required for end treatment.
CO 4-20	Demo Existing Concrete Island	1	LS	$ 1,826.04	$ 1,826.04	
CO 4-21	Roadway Patch in FDOT R/W	1	LS	$ 9,049.71	$ 9,049.71	These items will be required to complete the Pedestrian Access Route to the bus stop.
CO 4-22	Additional Bonding for Change Order	1	LS	$ 1,881.32	$ 1,881.32	
CO 4-23	Type D Inlet (Labor Only)	2	EA	$ 2,216.16	$ 4,432.32	
CO 4-24	Type 2 Curb Inlet (Labor and Top)	1	EA	$ 4,416.36	$ 4,416.36	
CO 4-25	Type 2 Curb Inlet (Top Only)	1	EA	$ 1,000.00	$ 1,000.00	
CO 4-26	Type V Curb Inlet (Labor Only)	1	EA	$ 1,000.00	$ 1,000.00	Correction for CO #2
CO 4-27	Adjust Existing Type D Inlet in FDOT R/W	-1.289620	EA	$ 3,409.56	$ (4,397.04)	
CO 4-28	Adjust Existing Type 2 Inlet in FDOT R/W	-0.27002	EA	$ 3,774.38	$ (1,019.16)	
CO 4-29	Adjust Existing Type V Inlet in FDOT R/W	-0.934	EA	$ 5,816.36	$ (5,432.48)	

Change Order #4b Total	**$**	**84,367.90**
Change Order #4b Percentage Change		**4.9%**
Accumulative Change Order Percentage Increase/Decrease:		**14.0%**
Accumulative Change Order Total Funding Increase/Decrease:	**$**	**250,038.40**
Contract Total Costs Including Change Order:		**$2,040,049.08**

roads, inc. OF NWF

106 stone blvd. cantonment, fl 32533
Phone: (850) 968-0991
Fax: (850) 968-0996

To:	ESCAMBIA COUNTY	**Contact:**	Liz Bush
Address:	ESCAMBIA COUNTY	**Phone:**	850-595-3450
	PENSACOLA, FL	**Fax:**	None on File
Project Name:	Esc. Co. Muscogee Phase I Rev. 03	**Bid Number:**	PD 16-17.010
Project Location:	Muscogee Rd. And HWY 29, Cantonment, FL	**Bid Date:**	1/29/2018

Roads, Inc. of NWF respectfully submits the following proposal to furnish all labor, equipment, and materials to complete the items of work listed below.

Scope Of Work:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	ADDITIONAL MOBILIZATION (FOR SUBS AND HYDROBLASTING)	1.00	LS	$15,407.17	$15,407.17
02	DESIGN BUILD FOR ADDITIONAL 400' SIDEWALK, CONCRETE CURB, BUS PAD, AND RAMPS (INCLUDES DESIGN, PERMITTING, EXCAVATION, CLEARING AND GRUBBING, LABOR AND MATERIALS, SOD, AND UTILITY ADJUSTMENTS)	1.00	LS	$100,794.59	$100,794.59
03	ADDITIONAL MOT (INCLUDING HWY 29 LANE CLOSURES AS PER FDOT REQUIREMENTS)	1.00	LS	$15,119.16	$15,119.16
04	TRAFFIC CONTROL STRIPING REMOVAL	812.00	SF	$2.88	$2,338.56
05	PAINTED PAVEMENT MARKINGS FINAL SURFACE (1 LIFT)	1.00	LS	$1,295.93	$1,295.93
06	THERMOPLASTIC STANDARD - OTHER SURFACES WHITE SOLID 6"	0.04	GLMI	$5,255.72	$210.23
07	THERMOPLASTIC STANDARD WHITE SOLID 12" FOR CROSSWALK	405.00	LF	$2.88	$1,166.40
08	THERMOPLASTIC STANDARD WHITE SOLID 18" FOR DIAGONAL OR CHEVRON	80.00	LF	$4.32	$345.60
09	THERMOPLASTIC STANDARD WHITE SOLID 24" FOR STOP LINE AND CROSSWALK	94.00	LF	$5.76	$541.44
10	THERMOPLASTIC STANDARD WHITE MESSAGE OR SYMBOL	1.00	LS	$129.59	$129.59
11	TWO ADDITIONAL DIRECTIONAL BORES	1.00	LS	$8,351.55	$8,351.55
12	1 SEC 2 WAY PEDESTRIAN SIGNALS	2.00	EACH	$1,799.90	$3,599.80
13	PEDESTRIAN POLES	2.00	EACH	$2,159.88	$4,319.76
14	PEDESTRIAN DETECTOR	4.00	EACH	$287.98	$1,151.92
15	SIGNAL CABLE	1.00	LS	$4,607.75	$4,607.75
16	CABINET MODIFICATION	1.00	LS	$2,159.88	$2,159.88
17	14" X 23" ERCP	78.00	LF	$58.84	$4,589.52
18	14" X 23" ERCP MES	2.00	EACH	$1,195.11	$2,390.22
19	24" X 38" ERCP MES	1.00	EACH	$3,886.35	$3,886.35
20	DEMO EXISTING CONCRETE ISLAND	1.00	LS	$1,826.04	$1,826.04
21	INSTALL OBG 9 BASE, 3.5" STRUCTURAL, AND 1.5" FC-12.5 76-22 PATCH (PER FDOT PERMIT)	1.00	LS	$9,049.71	$9,049.71
22	ADDITIONAL BONDING	1.00	LS	$1,881.32	$1,881.32

Total Bid Price: $185,162.49

Notes:

- The above prices do not include Permits.
- Roads, Inc. will require 60 additional contract days to complete the change order scope.
- No items of work can be removed from scope of work without Roads Inc. prior approval.

PURCHASE ORDER NO. 171017

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PURCHASING MANAGER	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACAT LIZ BUSH AT 595-	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 16-17.010 MUSCOGEE ROAD (CR297A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 01/19/2017	1790010.6800	1,790,010.68

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210114	56301	1,790,010.68	15EN3285

PAGE TOTAL	$	1,790,010.68
TOTAL	$	1,790,010.68

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. PD 16-17.010

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida and Roads Inc., of NWF, per the terms and conditions of PD 16-17.010, Muscogee Road (CR297A and US 29) Widening and Drainage Improvements, in the amount of $1,790,010.68 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210114, Object Code 56301, Project Number 15EN3285).

III. FOR DISCUSSION

1. PEDC Funding Draw

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, approving the request from the FloridaWest Chief Executive Officer for both the second quarter funding draw ($137,500) for the Pensacola-Escambia Development Commission (PEDC) and for funding for the remainder of the Fiscal Year ($412,500) (Funding Source: Fund 102, Economic Development Fund, Cost Center 360704).

2. TDC Appointments

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Tourist Development Council (TDC) to appoint two individuals to fill two "Interested in Tourism" positions:

A. Waiving the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappointing Nan Harper to the TDC, for a four-year term, effective retroactively January 6, 2017, through January 5, 2021, as an "Interested in Tourism" appointee; and

(Continued on Page 38)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR
PD 16-17.010
Muscogee Road (CR297A and US29) Road Widening and Drainage Improvements

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

Roads Inc. of NWF

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:		
	[Description/Sheet No./Date]	
Exhibit I/Technical Specifications **[Description/Date]**		
Exhibit J/Supplemental Terms and Conditions		
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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND Roads Inc. of NWF FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Roads Inc. of NWF, a corporation for profit, to perform all work ("Work") in connection with PD 16-17.010 Muscogee Road (CR297A and US 29) Widening and Drainage Improvements ("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:

$1,790,010.68

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 two hundred seventy (270) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within three hundred (300) 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 three hundred (300) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, $1,000 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch

list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Engineering Division, Public Works
3363 West Park Place
Pensacola, Fl 32505
Attention: Liz Bush

B. All correspondence with the Contractor will be addressed to the following:

Mr. Cody Rawson, President
106 Stone Blvd.
Cantonment, Fl 32533

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 Roads Inc. of NWF 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: _____

Witness: _____

By: _____

Jack R. Brown, County Administrator

Date: 2/8/17

CONTRACTOR:
Roads Inc. of NWF, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Secretary

(Corporate Seal)

By: _____

Its: President

Date: 2-6-17

BCC Approved: 1-19-2017

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. 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 _____ (__) 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)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)
OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____ (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____
(Business Address)

_____
Witness

_____
(Authorized Signature)

_____
Witness

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____

_____

_____
Witnesses

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

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

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

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.

EXHIBIT K

Specification Number PD16-17.010
MUSCOGEE ROAD (CR 297-A and US29) Widening and Drainage

Federal Compliance Forms next 3 pages

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Roads Inc of NWF

By: 2-6-17 Date: CR Authorized Signature

Title: Pres

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[a] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[c] a. bid/offer/application b. initial award c. post-award	[a] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☒ Prime ☐ Subawardee Tier _____, *if known*: Roads Inc of NWF 106 Stone Blvd. Cantonment, FL 32533 **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $ 1,790,010.68
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: Cody Rawson
Title: Pres.
Telephone No.: 850-968-0991 Date: 2-6-17

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By:_____ Date: 2-6-17
Authorized Signature

Title: PICS

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: Roads Inc of NW F (Seal)

BY: Cody Rawson, Pres. WITNESS:

NAME AND TITLE PRINTED

BY: WITNESS:

SIGNATURE

Executed on this 6 day of Feb, 2017

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

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 **270** calendar days
Fully Complete and ready for Final Inspection in **300** calendar days
*B. Liquidated Damages at $1000 for each calendar day
Section 6
Section 7 *A. Public Works/Engineering Department
3363 West Park Place
Pensacola, FL 32505
Attn: Elizabeth Bush
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
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION AND OFFER FORM

SUBMIT OFFERS TO:
Claudia Simmons
Manager
Office of Purchasing, 2nd Floor, Room 11.101
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4987 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Muscogee Road (CR 297-A and US 29) Widening and Drainage Improvements PD 16-17.010

SOLICITATION

MAILING DATE: Monday, November 7, 2016

PRE-BID CONFERENCE: A **Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing on Wednesday, November 16, 2016 from 10:00 a.m. to 11:00 a.m. CST. **Bids received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CST, WEDNESDAY, December 7, 2016** and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER

(SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-3598732

TERMS OF PAYMENT: Net 30 days

DELIVERY DATE WILL BE____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Roads, Inc. of NWF
ADDRESS: 106 Stone Blvd.
CITY, ST. & ZIP: Cantonment, FL 32533
PHONE NO.: (850) 968-0991
EMAIL stevan@roadsinc.com

REASON FOR NO OFFER:

BID BOND ATTACHED $ 5% of bid

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.

Cody Rawson, President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 11-22-16 Addendum No. 2 Date 11-28-16

Addendum No. 3 Date 12-1-2016 Addendum No. 4 Date 12-1-2016

5 12-8-2016

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number P99000085237

Occupational License No. 146030

Florida DBPR Contractor's License, Certification and/or Registration No. CGC056968

Type of Contractor's License, Certification and/or Registration Certified General Contractor

Expiration Date: 8-31-2018

Person to contact concerning this bid:
Stevan Hite

Phone 850-968-0991

Email stevan@roadsinc.com

Person to contact for emergency service:
Chase Rawson

Phone 850-554-0508

~~BID FORM ADDENDUM #1 PD-16-17.010 MUSCOGEE ROAD (CR297-A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS~~

Email stevan@roadsinc.com

County Permits/Fees required for this project:

Permit	Cost
N/A	

Attached to bid you shall find a (bid bond) cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The work shall be substantially completed within two hundred seventy (270) calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above three hundred (300) within consecutive calendar days from the date of Notice to Proceed. Liquidated damages of $1,000 each day will be assessed for each day that completion of the project is delayed. All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work

ADDENDUM #5 BID TAB
PD 16-17.010 MUSCOGEE ROAD (CR297A to US29) WIDENING AND DRAINAGE IMPROVEMENTS

Bid 1 - Muscogee Road (CR297A to Hwy 29) Road Widening and Drainage Improvements

Bid Item No.	Bid Item Description	Quantity	Unit	Unit Price	Extension
1-1	Mobilization	1	LS	$123,256.02	$123,256.02
1-2	Prepare & Implement Maintenance of Traffic Plan (Must include Variable Message Board, Plan, Layout, and all appurtenances for MOT)	1	LS	$63,271.53	$63,271.53
1-3	Clearing and Grubbing (including but not limited to Removal of Debris, Trees, Landscaping, Hardscaping, Fences, Curb & Gutter, Concrete / Asphalt Driveways, Saw Cutting Concrete & Asphalt, Asphalt/Base/Subgrade, Inlet and Storm Pipe Removal, Guard Rails, Conc. Ditches, water mains, Etc) per Specification Section 2230. This bid item is all inclusive of items identified to be removed on the plans or as required to facilitate construction.	1	LS	$56,846.31	$56,846.31
1-4	12" Forcemain (Existing 8" Forcemain Adjustment)	1	LS	$32,292.36	$32,292.36
1-5	Fire Hydrant Relocation	2	EA	$2,856.46	$5,712.92
1-6	Gas Valve Adjustment	13	EA	$300.47	$3,906.11
1-7	Manhole Adjustment	11	EA	$744.56	$8,190.16
1-8	6' Chain link Fence	80	LF	$19.44	$972.00
1-9	20' Wide 6' Chain link Fence Gate (Double Lift)	1	EA	$1,458.17	$1,458.17
1-10	Water Valve Adjustment	4	EA	$495.45	$1,981.80
1-11	4" Water Line Adjustment	1	LS	$1,250.32	$1,250.32
1-12	12" Water Line Adjustment	1	LS	$3,425.85	$3,425.85
1-13	Water Service Adjustments	1	LS	$1,494.76	$1,494.76
1-14	Earthwork, Cut & Fill	1	LS	$75,837.21	$75,837.21
1-15	Remove and Replace Unsuitable Materials	1000	CY	$18.24	$18,240.00
1-16	Remove & Replace Standard and/or Brick Mailboxes with FDOT Approved Heavy Plastic Mailbox with Rear Door and Post	7	EA	$182.27	$1,275.89
1-17	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician (Must include implementation of Plans, Installation and Replacement, NOI and NOT).	1	LS	$23,831.85	$23,831.85
1-18	6" Concrete Lateral Patch, Per County Specifications	45	SY	$46.18	$2,078.10
1-19	Asphalt Lateral Patch	1	LS	$12,329.10	$12,329.10
1-20	Mill Existing Asphalt	21824	SY	$1.60	$21,283.20
1-21	Signing and Pavement Markings. Must include implementation of Plans, Approved Layout, Installation of temporary and permanent striping, temporary and permanent RPM's, road signs, wheel stops, etc. This bid item is all inclusive of items identified on the plans or as required to facilitate signing and pavement marking needs.	1	LS	$66,345.61	$66,345.61
1-22	Signalization. (including but not limited to removal/replacement/installation of pedestrian crossings). This bid item is all inclusive of items identified on the plans or as required to facilitate signalization needs.	1	LS	$10,328.72	$10,328.72
1-23	1.5" SP 12.5 Asphalt Driveway w/6" Stabilized Subgrade	27	SY	$125.69	$3,393.63
1-24	2" SP 12.5 Asphalt, 8" Graded Aggregate Base, and 12" Stabilized Subgrade	4059	SY	$36.55	$148,356.45
1-25	4.0" FDOT Type SP 12.5 Asphalt	20975	SY	$18.47	$387,408.25
1-26	4" Type B 12.5 Base Course OR Optional 6" Graded Aggregate Base (Widening and Taper Construction) and 12" Stabilized Subgrade	9151	SY	$20.35	$186,222.85
1-27	Type F Curb, to include Tapers/Transitions	335	LF	$18.50	$6,216.00
1-28	5" Thick Concrete Driveway w/6" Stabilized Subgrade	103	SY	$53.25	$5,751.00
1-29	Grass Ditch / Swale Grading	4340	LF	$1.92	$8,332.80
1-30	6' Concrete Sidewalk	114	LF	$32.50	$3,705.00
1-31	5' Concrete Sidewalk	139	LF	$10.07	$1,879.03
1-32	Curb Ramp (Includes Detectable Warning Mat)	4	EA	$843.28	$3,373.12
1-33	24" x 38" ERCP Pipe	46	LF	$113.26	$5,209.56
1-34	19" x 30" ERCP Pipe	94	LF	$87.63	$8,237.22
1-35	14" x 23" ERCP Pipe	310	LF	$58.84	$18,240.40
1-36	18" RCP Pipe	16	LF	$94.07	$1,505.12
1-37	18" HDPE Pipe	417	LF	$32.49	$13,548.33
1-38	30" RCP Pipe	164	LF	$91.62	$15,025.68
1-39	24" HDPE Pipe	400	LF	$42.28	$16,912.00
1-40	Type D Inlet w/bottom and traversable cloth)	3	EA	$3,409.56	$10,228.68
1-41	Type V Inlet w/bottom	2	EA	$3,774.38	$7,548.76
1-42	Type 3 Curb Inlet w/bottom	2	EA	$5,816.36	$11,632.72
1-43	Junction Box w/5'x8' bottom	1	EA	$7,065.89	$7,065.89

ADDENDUM #5 BID TAB
PD 16-17.010 MUSCOGEE ROAD (CR297A to US29) WIDENING AND DRAINAGE IMPROVEMENTS

1-44	Conflict Structure	2	EA	$3,397.68	$6,795.36
1-45	18" Depth Rip Rap Rubble w/4" Bedding Stone and Geotextile	30	SY	$127.90	$3,837.00
1-46	Waterproof Jobsite Storage Board Container/Tube for Project Information, Permits, SWPPP Plans, Etc.)	1	EA	$600.00	$600.00
1-47	Concrete Forms	1	EA	$789.84	$789.84
1-48	Adjust Inlet	1	EA	$743.45	$743.45
1-49	Modify Inlet - Install Slot	1	EA	$603.26	$603.26
1-50	14" x 23" Mitered End Section (Single Pipe)	6	EA	$1,195.11	$7,170.65
1-51	19" x 30" Mitered End Section (Single Pipe)	3	EA	$2,333.55	$7,000.65
1-52	30" Double Straight Concrete Endwall	1	EA	$5,982.03	$5,982.03
1-53	Concrete Collar / Grout Connection to Existing Pipe	2	EA	$1,100.00	$2,200.00
1-54	Sod, Pinned (Must match existing sod type)	14000	SY	$3.54	$49,560.00
				Bid Tab 1 Total = $	$1,492,728.13

Bid 2 - US 29 Signal Improvements (Morris, Muscogee, Tree)

Bid Item No.	Bid Item Description	Quantity	Unit	Unit Price	Extension
2-1	Mobilization	1	LS	$7,250.86	$7,250.86
2-2	Maintenance Of Traffic	1	LS	$2,430.29	$2,430.29
2-3	Conduit (Open Trench)	45	LF	$12.15	$546.75
2-4	Pull & Splice Box (13" X 24" - Cover Size)	5	EA	$668.33	$3,341.65
2-5	Electrical Power Service (Overhead) (No Meter)	2	AS	$2,023.22	$4,046.44
2-6	Electrical Power Service (Remove) (Overhead)	2	AS	$121.51	$243.02
2-7	Electrical Service Wire	230	LF	$2.43	$558.90
2-8	Electrical Service Wire (Remove)	257	LF	$1.22	$313.54
2-9	Electrical Service Disconnect (Pole Mount)	2	EA	$486.06	$972.12
2-10	Electrical Service Disconnect (Remove) (Pole To Remain)	2	EA	$66.84	$133.68
2-11	Prestressed Concrete Pole (Type P-11 Service Pole)	2	EA	$972.11	$1,944.22
2-12	Vehicle Detection System - Video (Cabinet Equipment)	3	EA	$23,087.72	$69,263.16
2-13	Vehicle Detection System - Video (Above Ground Equipment)	3	EA	$4,253.00	$12,759.00
2-14	Traffic Controller Assembly (Atc) (None)	1	AS	$26,733.15	$26,733.15
2-15	Traffic Controller Assembly (Atc) (One Preemption)	1	AS	$30,378.58	$30,378.58
2-16	Traffic Controller Assembly (Modify)	1	AS	$1,822.72	$1,822.72
2-17	Traffic Controller Assembly (Remove Controller & Cabinet)	2	AS	$850.80	$1,701.20
2-18	Traffic Controller Without Cabinet (2070)	1	EA	$6,197.23	$6,197.23
2-19	Managed Field Ethernet Switch	3	EA	$2,369.53	$7,108.59
2-20	Wireless Communication Device (Ethernet Subscriber Unit)	6	EA	$3,858.08	$23,148.48
				Bid Tab 2 Total = $	$200,933.58

Bid 3 - Muscogee Road Pedestrain Access Route

Bid Item No.	Bid Item Description	Quantity	Unit	Unit Price	Extension
3-1	Design-Build a Pedestrian Access Route, see Scope of Work for additional information	1	LS	$56,348.97	$56,348.97
				Bid Tab 3 Total = $	$56,348.97

Project Total = $	$1,750,010.68

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County, FL Board of County Commissioners
(print name of the public entity)

by Cody Rawson, President
(print individual's name and title)

for Roads, Inc. of NWF
(print name of entity submitting sworn statement)

whose business address is

106 Stone Blvd.
Cantonment, FL 32533

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-3598732

(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.)**

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this 7th day of December 20 16

Personally known to me

OR produced identification_____

_____
(Type of identification)

_____
Notary Public - State of_____

My commission expires_____

DARRIN J. JOHNSON
MY COMMISSION EXPIRES AUGUST 19, 2020
NOTARY PUBLIC STATE OF FLORIDA

_____
(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 Roads, Inc. of NWF 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:

X 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

December 7, 2016
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.

(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 No.: P99000085237

Does it use a registered fictitious name: Yes or (No)

Names of Officers:

President: Cody Rawson	Secretary: Darrin Johnson
Vice President: Chase Rawson	Treasurer: Darrin Johnson
Director:	Director:
Other:	Other:

Name of Corporation (As used in Florida):
Roads, Inc. of NWF
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: n/a
City, State Zip: n/a
Street Address: 106 Stone Blvd.
City, State, Zip: Cantonment, FL 32533

(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: 59-3598732
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Stevan Hite **E-mail:** stevan@roadsinc.com
Telephone Number: 850-968-0991 Facsimile Number: 850-968-0996

Name of individual who will sign the instrument on behalf of the company:
Cody Rawson
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
President

END

(850) 488-9000 Verified by:_____ Date:_____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Roads, Inc. of NWF
106 Stone Boulevard, Cantonment, FL 32533

as Principal, hereinafter called the Principal, and Western Surety Company
333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto Escambia County, Florida Board of County Commissioners P.O. Box 1591, Pensacola, FL 32591-1591 (850) 595

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Muscogee Road Widening and Drainage Improvements.
Specification No. PD 16-17.010

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of December , 2016

(Witness)

Roads, Inc. of NWF
(Principal) (Seal)

By:
(Title)

Paula S. Nelloms
(Witness)

Western Surety Company
(Surety) (Seal)

By:
Attorney-in-Fact Robert Corley McLendon and Licensed Resident Agent (Title)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert Corley McLendon , Individually

of Pensacola, FL its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Roads, Inc. of NWF
Obligee: Escambia County, Florida Board of County Commissioners

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of December, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 1st day of December, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of December, 2016.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS, CPPO
Purchasing Manager

November 22, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: Muscogee Road (CR297 A and US29) Widening and Drainage Improvements
Specification Number PD 16-17.010

Bidders:

This Addendum #1 for the following:

1. **Confirmation that the budget for this project will not be released.**
2. **Remove the Bid Form pages 2-6 and replace with the attached BID FORM.**
   ADDENDUM #1 - Revised for one change:
   a. **Change in description for Bid 1 - Line Item 25.**
3. **DELETE FILE "Muscogee Rd Ph 1 100%_10-20-16.pdf "AND DO NOT USE**
4. **DOWNLOAD FROM THE WEBSITE AND REFER TO FILE " Muscogee Ph 1 11-21-2016.pdf" FOR THIS BID**

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 for your record.

Sincerely,

Claudia Simmons

Claudia Simmons, Manager
Office of Purchasing

SIGNED:
COMPANY: ROADS INC. OF NWF
CS/lk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
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(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS, CPPO
Purchasing Manager

November 28, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: Muscogee Road (CR297 A and US29) Widening and Drainage Improvements
Specification Number PD 16-17.010

Bidders:

This Addendum #2 for the following:

A notification to all perspective bidders for Muscogee Road Phase I with the following from ECUA:

The force main relocation will require night time work. ECUA will assist the County's contractor by pumping down, shutting off, and opening the check valves at the two lift stations that are on the force main. No by-pass pumping will be required by the contractor. The contractor will need to be prepared for the sewer at the cut/connection points. ECUA will have our vacuum trucks and tankers occupied at the two lift stations.

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 for your record.

Sincerely,

Claudia Simmons

Claudia Simmons, Manager
Office of Purchasing

SIGNED: _____
COMPANY: Roads Inc. of NWF
CS/lk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS, CPPO
Purchasing Manager

December 1, 2016.

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: Muscogee Road (CR297 A and US29) Widening and Drainage Improvements
Specification Number PD 16-17.010

Bidders:

This Addendum #3 provides for the following:

1. **DELETE FILE "Muscogee Rd Ph 1 100%_11-21-2016.pdf "AND DO NOT USE**
2. **DOWNLOAD FROM THE WEBSITE AND REFER TO FILE " Muscogee Ph 1 11-30-2016.pdf" FOR THIS BID**

This Addendum Number 3 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 for your record.

Sincerely,

Claudia Simmons

Claudia Simmons, Manager
Office of Purchasing

SIGNED: _____
COMPANY: ROADS INC. OF NWF
CS/lk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805
http: www.myescambia.com/purchasing

CLAUDIA SIMMONS, CPPO
Purchasing Manager

December 1, 2016.

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: Muscogee Road (CR297 A and US29) Widening and Drainage Improvements
Specification Number PD 16-17.010

Bidders:

This Addendum #4 provides for the following:

1. **Change in the Bid Opening Date**
   ~~from 2:00 pm Wednesday, December 7, 2016 to~~

   BID OPENING DATE FOR PD 16-17.016 ADDENDUM #4
   DATE: Thursday, December 15, 2016
   TIME: 3:00 pm CST
   LOC: Purchasing Conference Room 11.407
   Office of Purchasing
   2nd Floor, Matt Langley Bell III Bldg
   Pensacola, Florida 32502

This Addendum Number 4 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 for your record.

Sincerely,

Claudia Simmons

Claudia Simmons, Manager
Office of Purchasing

SIGNED: _____
COMPANY: ROADS INC. OF NWF
CS:lk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

December 8, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 5:

Re: Muscogee Road (CR297 A and US29) Widening and Drainage Improvements
Specification Number PD 16-17.010

Bidders:

This Addendum #5 for the following:

1. Remove the BID FORM. ADDENDUM #1 and Replace with the BID FORM ADDENDUM #5 attached to this Addendum #5 for the following changes:

   a. Line item 19 was added – Asphalt lateral patch
   b. Line item 21 was revised to remove relocation of camera pole, cabinet, sensors at sta 256+00.

2. DELETE FILE "Muscogee Ph 1 11-30-2016.pdf "AND DO NOT USE
3. DOWNLOAD FROM THE WEBSITE AND REFER TO FILE "Muscogee Ph 1 12-05-2016.pdf" FOR THIS BID containing the following changes:

   a. Sheet 7 was revised to reflect removal of the scale sensors, camera pole, and cabinet at sta 256+00 as per FDOT direction. Sheet 13 and 29 were revised to remove replacement language for those items.
   b. The conflict matrix on sheet 4 was revised to show removal of the sensors, camera pole, and cabinet.
   c. Sheet 40 was modified to show 2" asphalt instead of 1.5" asphalt over the lateral patch

This Addendum Number 5 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 for your record.

Sincerely,

Claudia Simmons

Claudia Simmons, Manager
Office of Purchasing

SIGNED:
COMPANY: ROADS Inc. of NWF
CS/lk

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
SEPTEMBER 30, 2017

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

2016 / 2017

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS, PROFESSION, OR OCCUPATION OF

PAVING CONTRACTOR
106 STONE BLVD

Paid 08/10/2016 Receipt #133-16-00151457 26.25

ACCT NO. 146030 GROUP TYPE 30136 TOTAL 26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

ROADS INC
106 STONE BLVD
CANTONMENT, FL 32533

OWNER: RAWSON CODY

DETACH BEFORE DISPLAYING RECEIPT

Janet Holley, CFC
ESCAMBIA COUNTY TAX COLLECTOR
Post Office Box 1312
Pensacola, FL 32591
Phone: 850-438-6500
ectc@EscambiaTaxCollector.com
EscambiaTaxCollector.com

IMPORTANT INFORMATION ABOUT YOUR BUSINESS TAX RECEIPT

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

A business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and any other lawful authority.

All business tax receipts expire September 30 of each year.

Contact our office either by phone at (850) 438-6500, ext. 3252 or by email at ectc@EscambiaTaxCollector.com if any of the following changes occur with your business:

- Ownership
- Location
- Name

Note: If your business is closing, an application for a Going Out of Business Permit may be required, along with the surrender of your original business tax receipt and payment of any outstanding tangible tax liability for the business.

Rev. 6/16

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

BOOKER, TIMOTHY HESTER
ROADS INC OF NWF
3475 NORTH S STREET STE 200
PENSACOLA FL 32505

RECEIVED JUL 2 2 2016

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC056968 ISSUED: 07/04/2016

CERTIFIED GENERAL CONTRACTOR
BOOKER, TIMOTHY HESTER
ROADS INC OF NWF

IS CERTIFIED under the provisions of Ch 489 FS.
Expiration date : AUG 31, 2018 L1607040001633

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC056968	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

BOOKER, TIMOTHY HESTER
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

ISSUED: 07/04/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1607040001633

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC056929	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

RAWSON, CODY LAMAR
ROADS INC OF NWF
106 STONE BLVD.
CANTONMENT FL 32533

ISSUED: 07/05/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607050002004

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

May 2, 2016

ROADS, INC. OF NWF
106 STONE BLVD
CANTONMENT, FL 32533

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due **4/30/2017**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: https://www3.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D Autry

Digitally signed by Alan D Autry
DN: c=US, o=External ACES Business Representative, cn=FLORIDA DEPARTMENT OF TRANSPORTATION, cn=Alan D Autry, 0.9.2342.19200300.100.1.1=A01410C2000001452E6719190000 04776
Date: 2016.05.02 09:51:00 -04'00'

Alan Autry, Manager
Contracts Administration Office

AA:cj

2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 20, 2016
Secretary of State
CC6488341743

DOCUMENT# P99000085237

Entity Name: ROADS, INC. OF NWF

Current Principal Place of Business:

106 STONE BLVD.
CANTONMENT, FL 32533

Current Mailing Address:

106 STONE BLVD.
CANTONMENT, FL 32533

FEI Number: 59-3598732

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

JOHNSON, DARRIN
106 STONE BLVD.
CANTONMENT, FL 32533 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: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	ST	Title	P
Name	JOHNSON, DARRIN J	Name	RAWSON, CODY L
Address	106 STONE BLVD.	Address	106 STONE BLVD.
City-State-Zip:	CANTONMENT FL 32533	City-State-Zip:	CANTONMENT FL 32533
Title	VP	Title	VP
Name	RAWSON, CHASE	Name	WILLIAMS, ROBERT
Address	106 STONE BLVD.	Address	106 STONE BLVD.
City-State-Zip:	CANTONMENT FL 32533	City-State-Zip:	CANTONMENT FL 32533
Title	VP		
Name	MOYLAN, BRETT		
Address	106 STONE BLVD.		
City-State-Zip:	CANTONMENT FL 32533		

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 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DARRIN JOHNSON ST 04/20/2016

Electronic Signature of Signing Officer/Director Detail — Date

State of Florida
Department of State

I certify from the records of this office that ROADS, INC. OF NWF is a corporation organized under the laws of the State of Florida, filed on September 23, 1999.

The document number of this corporation is P99000085237.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 20, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of April, 2016

Ken Detzner

Secretary of State

Tracking Number: CC6488341743

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ROADINC-01 JMARTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria, Inc - Destin Office 4834 Gulfstarr Drive Destin, FL 32541	CONTACT NAME: PHONE (A/C, No, Ext): (850) 650-1950 FAX (A/C, No): (850) 650-9288 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee & Liability Insurance Company	26247
INSURER C : Bridgefield Employers Ins. Co.	10701
INSURER D : TRAVELERS INDEMNITY COMPANY	25658
INSURER E :	
INSURER F :	

INSURED
Roads Inc of NWF
106 Stone Blvd.
Cantonment, FL 32533

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Limited Jobsite Poli GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GLO574718203	04/01/2016	04/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LIMITED JOBSITE	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP574718103	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AUC019150400	04/01/2016	04/01/2017	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			083025725	04/01/2016	04/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Worker's Compensatio			019200206	04/01/2016	04/01/2017	See Limits Above	
D	Equipment Floater			8605100C324	04/01/2016	04/01/2017	Limits	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Cancellation Addendum: 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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.
Roads, Inc. of NWF

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.)
106 Stone Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Cantonment, FL 32533

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 - 3 5 9 8 7 3 2

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 ▶ _____ Date ▶ 1-1-16

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.

Muscogee Road (CR297A and US29) Widening and Drainage Improvements Project		
Contract PD 16-17.010		
Change Order Recap		
Original PO	$ 1,790,010.68	Construction Contract. BCC approval 01/19/2017
Change Order 1	$ 30,667 .80	Request for additional services to be provided by Roads, Inc for unknown utility conflicts on Muscogee Road Phase I. The existing location shown in the plans for the ECUA Force Main was incorrect. In the plans, the facilities were shown on the west side of Pace Parkway and the east side of Contractor's Drive. When the contractor field located the facilities they were located on the east side of Pace Parkway and west side of Contractor's Drive. Since ECUA requires their Force Main facilities under the road to be encased or installed with \ductile iron (DI), there will be a deduction for PVC and an addition for DI ($3,368.01 reimbursable by ECUA). Additional lateral asphalt patching will be required as a result of the force main location ($14,316.00). Additionally, during excavation activities to extend the 12" water line, the contractor encountered the existing water line encased in concrete that will have to be removed and replaced to facilitate the tie-in. ECUA will not be reimbursing the County for the ductile iron they are requiring for the water main because this isn't an upgrade to their system ($12,672.53).
Change Order 2	$ 34,208.11	Request for additional services to be provided by Roads, Inc for unknown utility conflicts on Muscogee Road Phase I. Although on-site utility coordination and SUE data had been acquired, there continues to be utilities encountered during construction that are not shown on the plans nor marked in the field with Sunshine State One-Call. When these times occur, the contractor has to either make adjustments to work around these utilities or stop work, which is causing a strain on project time. As stated is the original change order, utility coordination was conducted several times in the field, along with getting SUE Data. Reimbursement has been received from ECUA for this project ($34,208.11)
Change Order 3	$ -	Request for additional time for Roads, Inc. Since the contract began and through January 2018, Roads Inc encountered 64 weather related delays (44 days in 2017 and 20 days in January 2018). These days will be needed to complete the construction project. The new contract completion date will be May 20, 2018. FDOT has approved an extension through May 31, 2018.
Change Order 4	$ 185,162.49	Request for additional services to be provided by Roads, Inc for the design and installation of a sidewalk and bus stop pad to be installed along US 29, between Muscogee Road and Morris Road. The contractor is requesting 60 days to complete the work required which will allow the signal sub-contractor to schedule the pedestrian signal work. An additional 11 days will be required for weather related delays. The new contract completion date will be July 30, 2018.
Total Change Orders	**$ 250,038.40**	
New Purchase Order Total	**$ 2,040,049.08**	
	13.97%	**increase in cost**

PURCHASE ORDER NO. 171017-1

CHANGE DATE: 08/16/17

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PAUL NOBLES	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This is an RFF for additional services to be provided by Roads, Inc for unknown utility conflicts on MuscogeeRoad Phase I. The existing location shown in the plans for the ECUA Force Main was incorrect. In the plans, the facilities were shown on the west side of Pace Parkway and the east side of Contractor's Drive. When the contractor field located the facilities theywere located on the east side of Pace Parkway and west side of Contractor's Drive. Since ECUA requires their Force Main facilities under the road to be encased or installed with \ductile iron (DI), there will be a deduction for PVC and an addition for DI ($3,368.01 reimbursable by ECUA). Additional lateral asphalt patching will be required as a result of the force main location ($14,316.00). Additionally, during excavation activities to extend the 12" water line, the contractor encountered the existing water line encased in concrete that will have to be removed and replaced to facilitate the tie-in. ECUA will not be reimbursing the County for the ductile iron they are requiring for the water main because this isn't an upgrade to their system ($12,672.53). Additional bonding will be required for the increase in project amount ($311.26). There were utility coordination meetings on-site during the design phase but without digging up the asphalt to verify, ECUA located their facilities based on manhole locations and as-built drawings. The total change		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 171017-1
CHANGE DATE: 08/16/17

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PAUL NOBLES	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			order increase will be $30,667.80 with a new contract amount of $1,820,678.48 which equals a 1.7% increase. 10 additional working days will be required to completethe additional work. Please see attached for additionalinformation.CIP:Muscogee Road (CR297A to US29) Widening and Drainage Improements. Original Board Approval 01/19/2017		
			Original PO Amount $1,790,010.68 Change Order 1 $ 30,667.80 New PO Amount $1,820,678.48		
01	.00	LOT	CONTRACT PD 16-17.010 MUSCOGEE ROAD (CR297A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 01/19/2017	30667.8000	30,667.80

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	30,667.80	09EN0115
01	210114	56301	.00	15EN3285

PAGE TOTAL $	30,667.80
TOTAL $	30,667.80

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

page 2 of 2

Change Order Checklist

- **Vendor Name:** Roads, Inc. of NWF
- **Purchase Order Number:** 171017
- **Change Order Number:** 1
- **Project Name:** Muscogee Road (CR297A to US29)

- **Board Recommendation:** Original Board Approval 01/19/2017
- **Resume Page:** attached
- **Funding Source:** Fund 352 "LOST III"
- **Breakdown of Project Costs:**
- **Additional Information:**

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	182328	Vendor Name:	Roads, Inc. of NWF		
Project Number:	15EN3285/09EN0115	P.O. Number:	171017	C.O. Number	1
Department:	Public Works/Engineering	P.D. Number:	16-17.010	Date:	08/11/17

Notes for Modifying the Scope of Award:

This is an RFF for additional services to be provided by Roads, Inc for unknown utility conflicts on Muscogee Road Phase I. The existing location shown in the plans for the ECUA Force Main was incorrect. In the plans, the facilities were shown on the west side of Pace Parkway and the east side of Contractor's Drive. When the contractor field located the facilities they were located on the east side of Pace Parkway and west side of Contractor's Drive. Since ECUA requires their Force Main facilities under the road to be encased or installed with \ductile iron (DI), there will be a deduction for PVC and an addition for DI ($3,368.01 reimbursable by ECUA). Additional lateral asphalt patching will be required as a result of the force main location ($14,316.00). Additionally, during excavation activities to extend the 12" water line, the contractor encountered the existing water line encased in concrete that will have to be removed and replaced to facilitate the tie-in. ECUA will not be reimbursing the County for the ductile iron they are requiring for the water main because this isn't an upgrade to their system ($12,672.53). Additional bonding will be required for the increase in project amount ($311.26). There were utility coordination meetings on-site during the design phase but without digging up the asphalt to verify. ECUA located their facilities based on manhole locations and as-built drawings. The total change order increase will be $30,667.80 with a new contract amount of $1,820,678.48 which equals a 1.7% increase. 10 additional working days will be required to complete the additional work. Please see attached for additional information. CIP: Muscogee Road (CR297A to US29) Widening and Drainage Improements. Original Board Approval 01/19/2017

To Modify Existing Purchase Order:

		Quantity			
Adding Dollars to Line Item No:	1	Adjustment:		Amount:	$30,667.80
Deleting Dollars from Line Item No:		Adjustment:		Amount:	$0.00

Modify Notes:

Date of BCC action: **(ATTACH RESUMÉ)**

Previous Purchase Order Total Dollars:	$1,790,010.68
Net Dollars added or subtracted:	$30,667.80
New Purchase Order Total Dollars:	$1,820,678.48
Previous Contract Total Dollars:	$0.00
Net Dollars added or subtracted:	$0.00
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210114	56301	15EN6285	$0.00	$1,790,010.68
210107	56301	09EN0115	$30,667.80	$30,667.80

☐ 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 Bond is 100% of the new contract amount.

Request Prepared By: Digitally signed by Robert A Lambert, Jr. DN: cn=Robert A Lambert, Jr., o=Public Works and Engineering, ou=Engineering, email=rlambert@myescambia.com, c=US Date: 2017.08.11 11:53:18 -05'00' **Date:**

Contract Administrator's Certification & Approval: Digitally signed by Joy D. Blackmon, P.E. DN: cn=Joy D. Blackmon, P.E., o=Public Works, ou, email=jdblackm@myescambia.com, c=US Date: 2017.08.16 09:28:44 -05'00' **Date:**

Department Director: **Date:**

F0020 (Revised 1/31/2008)

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Muscogee Road Phase I (CR 297-A to US 29)
Project ID:
Location: CR 297-A to US 29
Project Manager: Elizabeth Bush
Date: 8/3/2017

Jay Jones

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This is an RFF for additional services to be provided by Roads, Inc for unknown utility conflicts on Muscogee Road Phase I. The existing location shown in the plans for the ECUA Force Main was incorrect. In the plans, the facilities were shown on the west side of Pace Parkway and the east side of Contractor's Drive. When the contractor field located the facilities they were located on the east side of Pace Parkway and west side of Contractor's Drive. Since ECUA requires the facilities under the road to be encased in ductile iron (DI), there will be a deduction for PVC and an addition for DI ($3,368.01 reimbursable by ECUA). Additional lateral asphalt patching will be required as a result of the force main location ($14,316.00). During excavation activities to install the new water line, the contractor encountered the existing water line encased in concrete that will have to be removed to facilitate the new tie-in ($12,672.53). Additional bonding will be required for the increase in project amount ($311.26). There were utility coordination meetings on-site during the design phase but without digging up the asphalt to verify, ECUA located their facilities based on manhole locations. The total change order increase will be $30,667.80 with a new contract amount of $1,820,678.48 which equals a 1.7% increase. 10 additional working days will be required to complete the additional work. Please see attached for additional information.

Attached backup documentation _____ page (s).
RFF/NTP Start Date 2/5/2018 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 10 calendar days.
2/15/2018 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO# _____	Contractor	Roads, Inc.		$ 30,667.80
Contract PD _____				
Funds for Original Task Order				
Funds for Addendum # _____	Consultant			
Task Order PD _____				
Funds for Original Work Order				
Funds for Change Order # _____	Contractor			
Contract PD _____				
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD _____	Contractor			
Funds for _____				
New Balance of CIP Project			$ -	$ (30,667.80)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer _____

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Posted to Expedition
Date:

Muscogee Road Phase I (CR297A to Hwy 29) Widening and Drainage Improvements				Change Order #1	
Item No.	Description	Quantity	Unit	Unit Price	Amount
CO 1-1	PVC Credit	-200	LF	$ 20.32	$ (4,064.00)
CO 1-2	8" FM PVC Extension Under Contractor Dr. And Pace Dr. And Associated Fittings	1	L	$ 7,432.01	$ 7,432.01
CO 1-3	12" Water Line Adjustment At Pace Dr. (DI), Additional Pipe, Additional Demo Due To Concrete Encasement	1	LS	$ 12,672.53	$ 12,672.53
CO 1-4	Additional Cut Out And Patch Per County Detail	240	SY	$ 59.65	$ 14,316.00
CO 1-5	Additional Bond Fee	1	LS	$ 311.26	$ 311.26

Change Order #1 Total	**$ 30,667.80**
Accumulative Change Order Percentage Increase:	**1.7%**
Accumulative Change Order Total Funding Increase:	**$30,667.80**
Contract Total Costs Including Change Order:	**$1,820,678.48**

roads, inc. OF NWF

106 stone blvd. cantonment, fl 32533
Phone: (850) 968-0991
Fax: (850) 968-0996

To:	ESCAMBIA COUNTY	**Contact:**	Liz Bush
Address:	ESCAMBIA COUNTY	**Phone:**	( ) -
	PENSACOLA, FL	**Fax:**	
Project Name:	Esc Co Muscogee Phase I - Change Order #1 Utility Conflict At Pa	**Bid Number:**	17-008-CO1
Project Location:	Muscogee And Pace/Contractor, Cantonment, FL	**Bid Date:**	7/28/2017

Roads, Inc. of NWF respectfully submits the following proposal to furnish all labor, equipment, and materials to complete the items of work listed below.

Scope Of Work:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	PVC Credit	200.00	LF	($20.32)	($4,064.00)
02	8" FM PVC Extension Under Contractor Dr. And Pace Dr. And Associated Fittings	1.00	LS	$7,432.01	$7,432.01
03	12" Water Line Adjustment At Pace Dr. (DI), Additional Pipe, Additional Demo Due To Concrete Encasement	1.00	LS	$12,672.53	$12,672.53
04	Additional Cut Out And Patch Per County Detail	240.00	SY	$59.65	$14,316.00
05	Additional Bonding Cost	1.00	LS	$311.26	$311.26
				Total Bid Price:	**$30,667.80**

Notes:

- The above prices do not include Permits.
- The above prices do NOT include any cost for Tap or Impact Fees.
- No items of work can be removed from scope of work without Roads Inc. prior approval.
- This quote does not include the removal or replacment of unsuitable/moisture sensitive/contaminated soils.
- Note additional cost for items 2 and 3 are a result of the actual location of the FM and gravity sewer. As a result of the field adjusted locations these pay items are to facilitate the tie-ins on the east side of Pace and west side of Contractor Dr. and to address the additional watermain extension to both the west and east side of Pace.
- If IP will accept millings in the patch area at Contractor Dr. until we address the cut out and patch in Phase II, we can offer a $5,000.00 deduct to line item #4.
- Item #3 - The existing pipe will not be able to be reused due to be encased in concrete. We added an additional 54 lf of DI per Brandon Knight's instruction to extend it outside of the roadway.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Roads Inc. Of NWF** **Authorized Signature:** _____ **Estimator:** Josh Haggard 850-968-0091 josh@roadsinc.com

Liz Bush

From: Gund, Michael A <Michael.Gund@mottmac.com>
Sent: Thursday, August 03, 2017 11:51 AM
To: Josh Haggard; Liz Bush; Jeremy King
Cc: John Morris; David Abbott; Brandon Knight
Subject: RE: Esc Co Muscogee Phase I

Liz,

Per your request for the CEI to verify that the 12" water line is indeed encased in concrete, I can offer the following:

Roads, potholed the line in the existing grassed island at the intersection of Muscogee and Pace. At this location it is fully encased in approximately 18" of concrete. ECUA stated that this was due to the line crossing under the road (Pace). Therefore, it makes sense that it would, and we assume that the approximately 18" of concrete encasement runs the full length of pipe under Pace.

Please let me know if you have any questions or need anything else

Thanks,
Mike

From: Josh Haggard [mailto:Josh@roadsinc.com]
Sent: Friday, July 28, 2017 11:15 AM
To: Liz Bush <mebush@co.escambia.fl.us>; Gund, Michael A <Michael.Gund@mottmac.com>; Jeremy King <jeremyk@rebol-battle.com>
Cc: John Morris <jmorris@roadsinc.com>; David Abbott <David@roadsinc.com>; Brandon Knight <Brandon.Knight@ecua.fl.gov>
Subject: Esc Co Muscogee Phase I

To all,

See attached change order cost and overview. Please review the TandC notes as it clearly explains all of the costs associated and potential credit on cut out and patch.

Thank you,
Josh Haggard
Estimator/Project Manager

roads, inc.

106 stone blvd. cantonment, fl 32533
Phone: (850) 968-0991
Fax: (850) 968-0996

Liz Bush

From: Brandon Knight <brandon.knight@ecua.fl.gov>
Sent: Tuesday, August 01, 2017 1:11 PM
To: Liz Bush
Cc: Gund, Michael A; Mott-MacDonald_Greg Simmons; Mike Hamlin; Michael Lambert; Gerald Halfacre
Subject: Re: FW: Esc Co Muscogee Phase I

ECUA agrees with Item Nos.1 and 2 for a total sewer cost increase of $3,368.01.

Brandon Knight, P.E. | **Senior Project Engineer** | **Emerald Coast Utilities Authority** |
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |
Phone: (850) 969-6650 | Cell Phone: (850) 698-4609 | Fax: (850) 969-6511 |

On Tue, Aug 1, 2017 at 11:10 AM, Liz Bush <mebush@co.escambia.fl.us> wrote:

Brandon,

Have you had a chance to review, comment, or approve? I can't process without your approval from you for the reimbursement of items associated with the sewer lines.

Thanks

From: Josh Haggard [mailto:Josh@roadsinc.com]
Sent: Friday, July 28, 2017 11:15 AM
To: Liz Bush <mebush@co.escambia.fl.us>; Gund, Michael A <Michael.Gund@mottmac.com>; Jeremy King <jeremyk@rebol-battle.com>
Cc: John Morris <jmorris@roadsinc.com>; David Abbott <David@roadsinc.com>; Brandon Knight <Brandon.Knight@ecua.fl.gov>
Subject: Esc Co Muscogee Phase I

To all,

See attached change order cost and overview. Please review the TandC notes as it clearly explains all of the costs associated and potential credit on cut out and patch.

Thank you,

Josh Haggard

Estimator/Project Manager

roads, inc.

106 stone blvd. cantonment, fl 32533

Phone: (850) 968-0991

Fax: (850) 968-0996

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.

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number 1 Contract Number PD 16-17.010
Date: August 3, 2017 Dated 1/19/17

To: Roads, Inc. of NWF
106 Stone Blvd.
Cantonment, FL
32533

Project Name: Muscogee Rd Widening & Drainage

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here:

See attached line items and documentation due to unknown utility conflicts.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 1,790,010.68	
Sum of Previous Changes	$ 0.00	
This Change Order	$ 30,667.80	10
Adjusted Amount	$ 1,820,678.48	Agreement

The contract substantial completion date will be **increased/decreased** by 10 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: August 3, 20 17

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

PURCHASE ORDER NO. 171017

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PURCHASING MANAGER	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACAT LIZ BUSH AT 595-	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 16-17.010 MUSCOGEE ROAD (CR297A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 01/19/2017	1790010.6800	1,790,010.68

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210114	56301	1,790,010.68	15EN3285

PAGE TOTAL $ 1,790,010.68
TOTAL $ 1,790,010.68

APPROVED BY

TAX ID 85 8013888011C-3
FED ID 59 6000-598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. PD 16-17.010

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida and Roads Inc., of NWF, per the terms and conditions of PD 16-17.010, Muscogee Road (CR297A and US 29) Widening and Drainage Improvements, in the amount of $1,790,010.68 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210114, Object Code 56301, Project Number 15EN3285).

III. FOR DISCUSSION

1. PEDC Funding Draw

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, approving the request from the FloridaWest Chief Executive Officer for both the second quarter funding draw ($137,500) for the Pensacola-Escambia Development Commission (PEDC) and for funding for the remainder of the Fiscal Year ($412,500) (Funding Source: Fund 102, Economic Development Fund, Cost Center 360704).

2. TDC Appointments

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Tourist Development Council (TDC) to appoint two individuals to fill two "Interested in Tourism" positions:

A. Waiving the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappointing Nan Harper to the TDC, for a four-year term, effective retroactively January 6, 2017, through January 5, 2021, as an "Interested in Tourism" appointee; and

(Continued on Page 38)

PURCHASE ORDER NO. 171017-2
CHANGE DATE: 11/15/17

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This is an RFF for additional services to be provided by Roads, Inc for unknown utility conflicts on MuscogeeRoad Phase I. Although on-site utility coordination and SUE data had been acquired, there continues to be utilities encountered during construction that are not shown on the plans nor marked in the field with Sunshine State One-Call. When these times occur, the contractor has to either make adjustments to work around these utilities or stop work, which is causing a strain on project time. As stated is the original change order, utility coordination was conducted several times in the field, along with getting SUE Data. The contractor is requesting 30 days additional time due to all the conflicts; and reimbursement from ECUA has been requested for CO 2-21. The total change order increase will be $34,208.11 with a new contract amount of $1,854,886.59 which equals a 3.6% increase. The new contract completion date will be March 17, 2018. Please see attached spreadsheet for additional information. Change Order #1 was for $30,667.80. CIP: Muscogee Road (CR297A to US29) Widening and Drainage Improvements. Original Board Approval 01/19/2017

Original PO Amount	$1,820,678.48
Change Order 1	$ 30.667.80
Change Order 2	$ 34,208.11
New PO Amount	$1,854,886.59

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

APPROVED BY Amy Lovoy 11/16/17 BJC

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 171017-2
CHANGE DATE: 11/15/17

INVOICE
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escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
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221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	CONTRACT PD 16-17.010 MUSCOGEE ROAD (CR297A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 01/19/2017	34208.1100	34,208.11

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	34,208.11	09EN0115
01	210114	56301	.00	15EN3285

PAGE TOTAL $	34,208.11
TOTAL $	34,208.11

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	182328	Vendor Name:	Roads, Inc. of NWF		
Project Number:	15EN3285/09EN0115	P.O. Number:	171017	C.O. Number	2.
Department:	Public Works/Engineering	P.D. Number:	16-17.010	Date:	00/8/2017

Notes for Modifying the Scope of Award:

This is an RFF for additional services to be provided by Roads, Inc for unknown utility conflicts on Muscogee Road Phase I. Although on-site utility coordination and SUE data had been acquired, there continues to be utilities encountered during construction that are not shown on the plans nor marked in the field with Sunshine State One-Call. When these times occur, the contractor has to either make adjustments to work around these utilities or stop work, which is causing a strain on project time. As stated in the original change order, utility coordination was conducted several times in the field, along with getting SUE Data. The contractor is requesting 30 days additional time due to all the conflicts; and reimbursement from ECUA has been requested for CO 2-21. The total change order increase will be $34,208.11 with a new contract amount of $1,854,886.59 which equals a 3.6% increase. The new contract completion date will be March 17, 2018. Please see attached spreadsheet for additional information. Change Order #1 was for $30,667.80. CIP: Muscogee Road (CR297A to US29) Widening and Drainage Improvements. Original Board Approval 01/19/2017

To Modify Existing Purchase Order:

		Quantity			
Adding Dollars to Line Item No:	1	Adjustment:		Amount:	$34,208.11
Deleting Dollars from Line Item No:		Adjustment:		Amount:	$0.00

Modify Notes:

Date of BCC action: **(ATTACH RESUMÉ)**	
Previous Purchase Order Total Dollars:	$1,453,113.61
Net Dollars added or subtracted:	$34,208.11
New Purchase Order Total Dollars:	$1,487,321.72
Previous Contract Total Dollars:	$1,820,678.48
Net Dollars added or subtracted:	$34,208.11
New Contract Total Dollars:	$1,854,886.59

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210114	56301	15EN6285	$0.00	$1,422,445.81
210107	56301	09EN0115	$34,208.11	$64,875.91
				$1,487,321.72

☐ 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 increased to the new contract amount.

Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US
Date: 2017.11.08 14:14:14 -06'00'

Request Prepared By: _____ **Date:** _____

Jay Jones
cn=Jay Jones, o=Public Works, ou=Engineering, email=jjones2@myescambia.com, c=US
2017.11.13 10:44:11 -06'00'

Contract Administrator's Certification & Approval: _____ **Date:** _____

Digitally signed by Joy D. Blackmon, P.E.
DN: cn=Joy D. Blackmon, P.E., o=Public Works, ou=Director, County Engineer, email=joy_blackmon@myescambia.com, c=US
Date: 2017.11.14 13:44:47 -06'00'

Department Director: _____ **Date:** _____

F0020 (Revised 1/31/2008)

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Muscogee Road Phase I (CR 297-A to US 29)
Project ID:
Location: CR 297-A to US 29
Project Manager: Elizabeth Bush
Date: 10/24/2017

Jay Jones

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This is an RFF for additional services to be provided by Roads, Inc for unknown utility conflicts on Muscogee Road Phase I. Although on-site utility coordination and sue data had been acquired, there continues to be utilities encountered during construction that are not shown on the plans nor marked in the field with Sunshine State One-Call. When these times occur, the contractor has to either make adjustments to work around these utilities or stop work, which is causing a strain on project time. As stated is the original change order, utility coordination was conducted several times in the field, along with getting SUE Data. The contractor is requesting 30 days additional time due to all the conflicts; and reimbursement from ECUA has been requested for CO 2-21. The total change order increase will be ~~$30,000.00~~ $34,208.11 with a new contract amount of ~~$1,889,629.21~~ $1,854,886.59 which equals a ~~3.9%~~ 3.6% increase. The new contract completion date will be March 17, 2018. Please see attached spreadsheet for additional information.

Attached backup documentation _____ page (s).
RFF/NTP Start Date 2/15/2018 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 30 calendar days.
3/17/2018 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO# 2				$ 34,208.11
Contract PD	Contractor	Roads, Inc.		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ (34,208.11)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer _____

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Posted to Expedition
Date:

Muscogee Road Phase I (CR297A to Hwy 29) Widening and Drainage Improvements				Change Order #2		
Item No.	Description	Quantity	Unit	Unit Price	Amount	Reason for Change Order
CO 2-1	18" HDPE	-216	LF	$ 32.49	$ (7,017.84)	There is an existing system that has been cleaned out and will accommodate the stormwater and therefore we will not be
CO 2-2	24" HDPE	-400	LF	$ 42.28	$ (16,912.00)	There is an existing system that has been cleaned out and therefore we will not be utilizing this bid item.
CO 2-3	Type D Inlet (Labor Only)	-2	EA	$ 2,216.16	$ (4,432.32)	Required to accommodate the future Muscogee Road/US 29 intersection improvements to be completed by FDOT.
CO 2-4	Type 2 Curb Inlet (Labor and Top)	-1	EA	$ 4,416.36	$ (4,416.36)	Required to accommodate the future Muscogee Road/US 29 intersection improvements to be completed by FDOT.
CO 2-5	Type 2 Curb Inlet (Top Only)	-1	EA	$ 1,000.00	$ (1,000.00)	Required to accommodate the future Muscogee Road/US 29 intersection improvements to be completed by FDOT.
CO 2-6	18" RCP	-16	LF	$ 94.07	$ (1,505.12)	Required to accommodate the future Muscogee Road/US 29 intersection improvements to be completed by FDOT.
CO 2-7	19" X 30" ERCP	-19	LF	$ 87.63	$ (1,664.97)	Mintz Lane Changes due to unknown and abandoned utility conflicts not marked in the plans by the providers.
CO 2-8	19" X 30" ERCP MES	-2	EA	$ 2,333.55	$ (4,667.10)	Mintz Lane Changes due to unknown and abandoned utility conflicts not marked in the plans by the providers.
CO 2-9	6' Sidewalk	-46	LF	$ 32.50	$ (1,495.00)	To be completed by FDOT as part of the Muscogee Road/US 29 intersection improvements.
CO 2-10	Type F Curb and Gutter	-137	LF	$ 18.50	$ (2,534.50)	To be completed by FDOT as part of the Muscogee Road/US 29 intersection improvements.
CO 2-11	Curb Ramp	-2	EA	$ 843.28	$ (1,686.56)	To be completed by FDOT as part of the Muscogee Road/US 29 intersection improvements.
CO 2-12	Type V Curb Inlet (Labor Only)	-1	EA	$ 1,000.00	$ (1,000.00)	To be completed by FDOT as part of the Muscogee Road/US 29 intersection improvements.
CO 2-13	19" X 30" Headwall	2	EA	$ 4,359.08	$ 8,718.16	Due to unknown and/or abandoned utilities not marked in the plans by the providers, the contractor will have to relocate the 19x30 pipe farther north to avoid the conflicts.
CO 2-14	14" X 23" ERCP	158	LF	$ 58.84	$ 9,296.72	Required because the elevation of the existing utility was not at the requires depth of 30". To prevent relocating the high pressure gas line (Gulf South Pipeline), the contractor needs to change the proposed pipe size to 14"x23" in order to maintain the required covering.
CO 2-15	14" X 23" ERCP MES	2	EA	$ 1,195.11	$ 2,390.22	Required because the elevation of the existing utility was not at the requires depth of 30". To prevent relocating the high pressure gas line (Gulf South Pipeline), the contractor needs to change the proposed pipe size to 14"x23" in order to maintain the required covering.
CO 2-16	14" X 23" Headwall	1	EA	$ 3,890.06	$ 3,890.06	Changes due to unknown private and public utility elevations
CO 2-17	12" Ribbon Curb	54	LF	$ 18.50	$ 999.00	Added to the project to protect the edge of asphalt based upon vehicular traffic exiting International Paper.
CO 2-18	Junction Box Modification and Tie to Existing Inlet	4	EA	$ 743.35	$ 2,973.40	Required to accommodate the future Muscogee Road/US 29 intersection improvements to be completed by FDOT.
CO 2-19	Pavement Markings	1	LS	$ 1,929.20	$ 1,929.20	Required to accommodate the future Muscogee Road/US 29 intersection improvements to be completed by FDOT.
CO 2-20	76-22 Asphalt in Lieu of 67-22 for to 2"	2167	Ton	$ 19.50	$ 42,256.50	Change required due to the asphalt binder specified in the plans is no longer available.
CO 2-21	Remove and Reinstall Pipe at International Paper Driveway, includes Temporary Asphalt Patch	1	LS	$ 4,304.16	$ 4,304.16	While installing the sidedrain at Sta. 278+50, the contractor encountered a gravity sewer manhole with an offset top. The pipe had to be moved and relocated to prevent damages to the sewer system.
CO 2-22	Mintz Lane Duct Bank Conflict	1	LS	$ 5,450.00	$ 5,450.00	Changes due to unknown private and public utility elevations and locations
CO 2-23	Additional Bonding	1	LS	$ 332.46	$ 332.46	Required for a change in contract price

Change Order #2 Total	$	34,208.11
Change Order #2 Percentage Change		1.9%
Accumulative Change Order Percentage Increase/Decrease:		3.6%
Accumulative Change Order Total Funding Increase/Decrease:	$	64,875.91
Contract Total Costs Including Change Order:	$	1,854,886.59

roads, inc.
OF NWF

106 stone blvd. cantonment, fl 32533
Phone: (850) 968-0991
Fax: (850) 968-0996

To:	ESCAMBIA COUNTY	**Contact:**	Liz Bush
Address:	ESCAMBIA COUNTY	**Phone:**	( ) -
	PENSACOLA, FL	**Fax:**	
Project Name:	ESC. CO. Muscogee Phase I Revision 2 Change Order	**Bid Number:**	17-008 Rev. 2 C.O.
Project Location:	Muscogee Rd., Cantonment, FL	**Bid Date:**	10/2/2017

Roads, Inc. of NWF respectfully submits the following proposal to furnish all labor, equipment, and materials to complete the items of work listed below.

Scope Of Work:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CREDITS					
01	18" HDPE CREDIT	-216.00	LF	$32.49	($7,017.84)
02	24" HDPE CREDIT	-400.00	LF	$42.28	($16,912.00)
03	TYPE D INLET (LABOR ONLY)	-2.00	EACH	$2,216.16	($4,432.32)
04	TYPE 2 CURB INLET (LABOR AND TOP)	-1.00	EACH	$4,416.36	($4,416.36)
05	TYPE 2 CURB INLET (TOP ONLY)	-1.00	EACH	$1,000.00	($1,000.00)
06	18" RCP	-16.00	UNIT	$94.07	($1,505.12)
07	19" X 30" ERCP	-19.00	LF	$87.63	($1,664.97)
08	19" X 30" ERCP MES	-2.00	EACH	$2,333.55	($4,667.10)
09	6' SIDEWALK	-46.00	LF	$32.50	($1,495.00)
10	TYPE F C&G	-137.00	LF	$18.50	($2,534.50)
11	CURB RAMP	-2.00	EACH	$843.28	($1,686.56)
12	TYPE V CURB INLET (LABOR ONLY)	-1.00	EACH	$1,000.00	($1,000.00)
			Total Price for above CREDITS Items:		**($48,331.77)**
ADDS					
01	19" X 30" HEADWALL	2.00	EACH	$4,359.08	$8,718.16
02	14" X 23" ERCP	158.00	LF	$58.84	$9,296.72
03	14" X 23" ERCP MES	2.00	EACH	$1,195.11	$2,390.22
04	14" X 23" HEADWALL	1.00	EACH	$3,890.06	$3,890.06
05	12" RIBBON CURB	54.00	LF	$18.50	$999.00
06	JUNCTION BOX MODIFICATION AND TIE TO EXISTING INLET	4.00	EACH	$743.35	$2,973.40
07	STRIPING ADDITION	1.00	LS	$1,929.20	$1,929.20
09	76-22 ASPHALT IN LIEU OF 67-22 FOR TOP 2"	2,167.00	TON	$19.50	$42,256.50
			Total Price for above ADDS Items:		**$72,453.26**
ECUA CONFLICT STRUCTURE					
01	IP DRIVEWAY - ECUA CONFLICT (INSTALL, REMOVE, TEMP PATCHING OF PIPE RUN)	1.00	LS	$4,304.16	$4,304.16
			Total Price for above ECUA CONFLICT STRUCTURE Items:		**$4,304.16**

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
MINTZ LN. DUCT BANK CONFLICT					
01	MINTZ LN. DELAY, DETOUR, AND ADJUSTMENT	1.00	LS	$5,450.00	$5,450.00
	Total Price for above MINTZ LN. DUCT BANK CONFLICT Items:				**$5,450.00**
ADDITIONAL BONDING					
01	ADDITIONAL BONDING COST	1.00	LS	$332.46	$332.46
	Total Price for above ADDITIONAL BONDING Items:				**$332.46**

Total Bid Price: $34,208.11

Notes:

- The above prices do not include Permits.
- The above prices do NOT include any cost for Tap or Impact Fees.
- No items of work can be removed from scope of work without Roads Inc. prior approval.
- This quote does not include the removal or replacment of unsuitable/moisture sensitive/contaminated soils.
- This change order will require an additional 40 contract days due to delay and increased work.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Roads Inc. Of NWF** **Authorized Signature:** **Estimator:** Josh Haggard 850-968-0091 josh@roadsinc.com

Liz Bush

From: Joy Jones
Sent: Wednesday, October 04, 2017 7:27 AM
To: Liz Bush
Cc: Robin F. Lambert
Subject: FW: CO #2 for Muscogee Road Phase I
Attachments: RFF_CO 2_Roads_Muscogee Phase I_02-15-18_03-17-18 (002).pdf

Please include this email in CO package.

From: Wesley J Moreno
Sent: Tuesday, October 03, 2017 6:24 PM
To: Joy Jones <DJJONES@myescambia.com>
Subject: Re: CO #2 for Muscogee Road Phase I

Approved

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Joy Jones <DJJONES@myescambia.com>
Date: 10/3/17 5:09 PM (GMT-06:00)
To: Wesley J Moreno <WJMORENO@myescambia.com>
Subject: FW: CO #2 for Muscogee Road Phase I

Wes – for the other section of Muscogee,
Requesting CO preapproval for Phase 1 Muscogee (from CR297A to Hwy 29) for changes necessary to accommodate multiple utility conflicts within the construction area not identified on the plans or correctly marked by Sunshine. Attached is a spreadsheet detailing additional (and deductive) items to accommodate these conflicts. This CO #2 totals $38,950.73 (accumulative total increase $3.9%).
Thanks,
JJ

From: Liz Bush
Sent: Tuesday, October 03, 2017 4:43 PM
To: James E. Duncan <JEDUNCAN@myescambia.com>
Cc: Joy Jones <DJJONES@myescambia.com>
Subject: CO #2 for Muscogee Road Phase I

Please review and comment. Since there are so many changes, I had to add explanations to each line item. I've compared the request with the current pricing agreement and some items are overpriced and some are under. Overall it works out to be about $5,000 difference, in our favor.

I'll need preapproval for the contractor to continue and avoid a delay in construction.

H:\ENG\FileSystem\Projects\M\Muscogee Rd Widening and Drainage_ENG1790_Phase I - East\CR 297-A to US 29\Funding\RFF_CO 2_Roads_Muscogee Phase I_02-15-18_03-17-18.pdf

Liz

Elizabeth Bush
Bridge Program and Construction Manager
Escambia County Public Works Department, Engineering Division
3363 West Park Place
Pensacola, Florida 32505
mebush@myescambia.com
Office: (850) 595-3450
Cell: (850) 554-3063

Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.

PURCHASE ORDER NO. 171017-1

CHANGE DATE: 08/16/17

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PAUL NOBLES	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This is an RFF for additional services to be provided by Roads, Inc for unknown utility conflicts on MuscogeeRoad Phase I. The existing location shown in the plans for the ECUA Force Main was incorrect. In the plans, the facilities were shown on the west side of Pace Parkway and the east side of Contractor's Drive. When the contractor field located the facilities theywere located on the east side of Pace Parkway and west side of Contractor's Drive. Since ECUA requires their Force Main facilities under the road to be encased or installed with \ductile iron (DI), there will be a deduction for PVC and an addition for DI ($3,368.01 reimbursable by ECUA). Additional lateral asphalt patching will be required as a result of the force main location ($14,316.00). Additionally, during excavation activities to extend the 12" water line, the contractor encountered the existing water line encased in concrete that will have to be removed and replaced to facilitate the tie-in. ECUA will not be reimbursing the County for the ductile iron they are requiring for the water main because this isn't an upgrade to their system ($12,672.53). Additional bonding will be required for the increase in project amount ($311.26). There were utility coordination meetings on-site during the design phase but without digging up the asphalt to verify, ECUA located their facilities based on manhole locations and as-built drawings. The total change		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 171017-1

CHANGE DATE: 08/16/17

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ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PAUL NOBLES	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			order increase will be $30,667.80 with a new contract amount of $1,820,678.48 which equals a 1.7% increase. 10 additional working days will be required to completethe additional work. Please see attached for additionalinformation.CIP:Muscogee Road (CR297A to US29) Widening and Drainage Improements. Original Board Approval 01/19/2017		
			Original PO Amount $1,790,010.68 Change Order 1 $ 30,667.80 New PO Amount $1,820,678.48		
01	.00	LOT	CONTRACT PD 16-17.010 MUSCOGEE ROAD (CR297A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 01/19/2017	30667.8000	30,667.80

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	30,667.80	09EN0115
01	210114	56301	.00	15EN3285

PAGE TOTAL $	30,667.80
TOTAL $	30,667.80

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 171017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
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SHIP TO
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ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PURCHASING MANAGER	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACAT LIZ BUSH AT 595-	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 16-17.010 MUSCOGEE ROAD (CR297A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 01/19/2017	1790010.6800	1,790,010.68

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210114	56301	1,790,010.68	15EN3285

PAGE TOTAL $ 1,790,010.68
TOTAL $ 1,790,010.68

APPROVED BY

TAX ID 85 8013888011C-3
FED ID 59 6000-598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. PD 16-17.010

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida and Roads Inc., of NWF, per the terms and conditions of PD 16-17.010, Muscogee Road (CR297A and US 29) Widening and Drainage Improvements, in the amount of $1,790,010.68 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210114, Object Code 56301, Project Number 15EN3285).

III. FOR DISCUSSION

1. PEDC Funding Draw

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, approving the request from the FloridaWest Chief Executive Officer for both the second quarter funding draw ($137,500) for the Pensacola-Escambia Development Commission (PEDC) and for funding for the remainder of the Fiscal Year ($412,500) (Funding Source: Fund 102, Economic Development Fund, Cost Center 360704).

2. TDC Appointments

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Tourist Development Council (TDC) to appoint two individuals to fill two "Interested in Tourism" positions:

A. Waiving the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappointing Nan Harper to the TDC, for a four-year term, effective retroactively January 6, 2017, through January 5, 2021, as an "Interested in Tourism" appointee; and

(Continued on Page 38)

PURCHASE ORDER NO. 171017-3

CHANGE DATE: 03/09/18

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
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INVOICE

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ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO

ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PURCHASING MANAGER	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This is an RFF for additional time for Roads, Inc. Since the contract began and through January 2018, Roads Inc encountered 64 weather related delays (44 days in 2017 and 20 days in January 2018). These days will be needed to complete the construction project. The new contract completion date will be May 20, 2018. FDOT has approved an extension through May 31, 2018. Change Order #1 ($30,667.80) and Change Order #2 ($34,208.11) were due to utility conflicts. CIP: Muscogee Road (CR297A to US29) Widening and Drainage Improvements. Original Board Approval 01/19/2017 Original PO Amount $,820,678.48 Changer Order Amt $ 64,875.91 New PO Amount $1,854,886.59		
01	.00	LOT	CONTRACT PD 16-17.010 MUSCOGEE ROAD (CR297A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 01/19/2017	.0000	.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	.00	09EN0115
01	210114	56301	.00	15EN3285

PAGE TOTAL $	.00
TOTAL $	.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	182328	Vendor Name:	Roads, Inc. of NWF		
Project Number:	15EN3285/09EN0115	P.O. Number:	171017	C.O. Number	3
Department:	Public Works/Engineering	P.D. Number:	16-17.010	Date:	03/05/18

Notes for Modifying the Scope of Award:

This is an RFF for additional time for Roads, Inc. Since the contract began and through January 2018, Roads Inc encountered 64 weather related delays (44 days in 2017 and 20 days in January 2018). These days will be needed to complete the construction project. The new contract completion date will be May 20, 2018. FDOT has approved an extension through May 31, 2018. Change Order #1 ($30,667.80) and Change Order #2 ($34,208.11) were due to utility conflicts. CIP: Muscogee Road (CR297A to US29) Widening and Drainage Improvements. Original Board Approval 01/19/2017

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	
Adding Dollars to Line Item No:	0				$0.00
Deleting Dollars from Line Item No:					$0.00

Modify Notes:

Date of BCC action: **(ATTACH RESUMÉ)**	
Previous Purchase Order Total Dollars:	$1,487,321.72
Net Dollars added or subtracted:	$0.00
New Purchase Order Total Dollars:	$1,487,321.72
Previous Contract Total Dollars:	$1,854,886.59
Net Dollars added or subtracted:	$0.00
New Contract Total Dollars:	$1,854,886.59

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	**Object Code:**	**Project Number:**	**+ / - Change**	**Dollar Amount**
210114	56301	15EN6285	$0.00	$1,422,445.81
210107	56301	09EN0115	$0.00	$64,875.91
				$1,487,321.72

☐ 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 wr nding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds hav new contract amount.

Digitally signed by Robin Lambert
DN: cn=Robin Lambert, o=Public Works, ou=RSVC, email=rflambert@myescambia.com, c=US
Date: 2018.03.05 11:45:02 -06'00'

Request Prepared By: _____ **Date:** _____

Contract Administrator's Certification & Approval: _____ **Date:** _____

Department Director: _____ **Date:** _____

Digitally signed by Joy D. Blackmon, P.E.
DN: cn=Joy D. Blackmon, P.E., o=Public Works, ou=Director, County Engineer, email=joy_blackmon@myescambia.com, c=US
Date: 2018.03.08 12:34:19 -06'00'

F0020 (Revised 1/31/2008)

CONSTRUCTION CHANGE ORDER

Change Order Number 3 Contractor Number PD 16-17.010

Date: March 10, 2018 Dated Jan. 19, 2017

To: Roads, Inc. of NWF

106 Stone Blvd., Cantonment

Project Name: Muscogee Rd. Phase 1 (CR 297-A to US 29)

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

This change order is for additional time. See attached RFF.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 1,820,678.48	
Sum of Previous Changes	$ 64,875.91	40
This Change Order	$ 0.00	44
Adjusted Agreement Amount	$ 1,854,886.59	

This contract substantial completion date will be increased/decreased by 44 calendar days due to the Change Order. The new contract substantial completion date is May 20, 2018. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: 3-10, 2018

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Muscogee Road Phase I (CR 297-A to US 29)
Project ID:
Location: CR 297-A to US 29
Project Manager: Elizabeth Bush
Date: 2/20/2018

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This is an RFF for additional time for Roads, Inc. Since the contract began and through Janurary 2018, Roads Inc encountered 64 weather related delays (44 days in 2017 and 20 days in January 2018). These days will be needed to complete the construction project. The new contract completion date will be May 20, 2018. FDOT has approved an extension through May 31, 2018. See attached for FDOT approval.

Attached backup documentation _____ page (s).
RFF/NTP Start Date 3/17/2018 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 64 calendar days.
5/20/2018 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO# 3				
Contract PD	Contractor	Roads, Inc.		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ -

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer _____

County Engineer Signature | Transferred by | Transfer Date

Posted to Expedition
Date:

Liz Bush

From: Gund, Michael A <Michael.Gund@mottmac.com>
Sent: Thursday, February 22, 2018 10:17 AM
To: Liz Bush
Subject: RE: Weather requests

Liz,

I concur. Those days line up with our calendar.

Thanks,
Mike

From: Liz Bush [mailto:mebush@myescambia.com]
Sent: Wednesday, February 21, 2018 7:20 AM
To: Gund, Michael A <Michael.Gund@mottmac.com>
Subject: Weather requests

Michael,

Please review and concur with the requested weather delays for the attached. Your approval is needed for the change order.

Liz

Elizabeth Bush
Bridge Program and Construction Manager
Escambia County Public Works Department, Engineering Division
3363 West Park Place
Pensacola, Florida 32505
mebush@myescambia.com
Office: (850) 595-3450
Cell: (850) 554-3063

Escambia County is striving to maintain a high level of Customer Service and we welcome your comments.

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
Clerk's Original

CAM I-8 11/30/2017

Date: 12/6/2017 Verified By:

SECOND AMENDMENT TO
ECONOMIC DEVELOPMENT TRANSPORTATION
PROJECT FUND AGREEMENT
(ON-SYSTEM)

Financial Project No.: 437039-1-54-01
Contract No.: ART87
Catalog of State Financial Assistance No.: 55.032

This Second Amendment ("Amendment") to the Economic Development Transportation Project Fund Agreement dated June 12, 2015, ("Agreement"), as amended by the First Amendment dated June 20, 2016, is between the State of Florida, Department of Transportation ("FDOT"), and the Escambia County ("Agency"). FDOT and the Agency are sometimes referred to in this Amendment as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties entered into the Agreement for, among other things, the provision of $1,950,000.00 to the Agency relating to the design and construction of improvements on CR 184 (Muscogee Road) and SR 95 (US 29); and

B. The Parties desire to amend the Agreement as set forth below; and

C. The Agency, by Resolution No. R2017-134 dated November 30, 2017, a copy of which is attached to this Amendment, has authorized its officers to execute this Amendment on its behalf.

AMENDMENT

In consideration of the mutual covenants contained in this Amendment, the Parties agree as follows:

1. The recitals set forth above are true and correct and made a part of this Amendment.

2. Paragraph 2.0 of the Agreement is amended hereby by deleting the date "December 31, 2017" in the first sentence, and inserting "May 31, 2018" in lieu thereof.

3. Paragraph 3.0 of the Agreement is amended hereby by deleting the date "December 31, 2017" in the first sentence, and inserting "May 31, 2018" in lieu thereof.

4. This Amendment may be executed in duplicate originals.

5. This Amendment shall become effective upon full execution by the Parties.

6. Except as modified in this Amendment, the provisions, terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date(s) below.

AGENCY:

ESCAMBIA COUNTY B.O.C.C

Board of County Commissioners
Escambia County, Florida

Signature

Name: Jeff Bergosh
Title: Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

(SEAL)

Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

FDOT:

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By:

Printed Name: Jared Purdue, P.E.
Title: Director of Transportation Development

Date: 12-31-2017

Attest:
Executive Secretary (SEAL)

FDOT Legal Review:

Office of the General Counsel

Approved as to form and legal sufficiency.

By/Title:
Date: 10/31/17

Escambia County
Clerk's Original

11/30/2017 CAR I-8

RESOLUTION R2017-134

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (ON-SYSTEM SPECIFIC APPROPRIATIONS) FOR THE CONSTRUCTION OF TRANSPORTATION FACILITY IMPROVEMENTS ON COUNTY ROAD 184 (MUSCOGEE ROAD) and STATE ROAD 95 (US 29); AUTHORIZING THE CHAIRMAN TO SIGN THE SECOND AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2015, the Florida Department of Transportation (hereinafter referred to as "Department") and Escambia County (hereinafter referred to as "County") previously entered into an Economic Development Transportation Project Fund Agreement, Financial Project No. 437039-1-54-01, whereby the Department agreed to provide County with financial assistance in the amount of $1,950,000 relating to the design and construction of transportation facility improvements on County Road 184 (Muscogee Road) and State Road 95 (US29) in Escambia County (hereinafter referred to as the "Project"); and

WHEREAS, on June 20, 2016, the parties entered into the First Amendment to the Economic Development Transportation Project Fund Agreement to eliminate work associated with the extension of the southbound right turn lane onto Tree Road as part of the State Road 95 (US 29) improvements; and

WHEREAS, the Department and County have determined it is in the best interest of both parties to extend the completion date of the Project from December 31, 2017 to May 31, 2018; and

WHEREAS, the provisions, terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby approves the Second Amendment to the Economic Development Transportation Project Fund Agreement (On-System).

SECTION 3. That the Board hereby authorizes the Chairman to sign the Second Amendment to the Economic Development Transportation Project Fund Agreement (On-System).

SECTION 4. That the Board hereby authorizes the Chairman to sign any other documents relating to time extensions subject to legal approval without further Board action.

SECTION 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 30th day of Nov. 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date Executed
12/5/2017

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/31/17

Date: 12/6/2017 Verified By:

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 171017-2
CHANGE DATE: 11/15/17

INVOICE
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CLERK OF THE COURT & COMPTROLLER
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182328 FAX: 850-968-0996
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CANTONMENT FL 32533

SHIP TO
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3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This is an RFF for additional services to be provided by Roads, Inc for unknown utility conflicts on MuscogeeRoad Phase I. Although on-site utility coordination and SUE data had been acquired, there continues to be utilities encountered during construction that are not shown on the plans nor marked in the field with Sunshine State One-Call. When these times occur, the contractor has to either make adjustments to work around these utilities or stop work, which is causing a strain on project time. As stated is the original change order, utility coordination was conducted several times in the field, along with getting SUE Data. The contractor is requesting 30 days additional time due to all the conflicts; and reimbursement from ECUA has been requested for CO 2-21. The total change order increase will be $34,208.11 with a new contract amount of $1,854,886.59 which equals a 3.6% increase. The new contract completion date will be March 17, 2018. Please see attached spreadsheet for additional information. Change Order #1 was for $30,667.80. CIP: Muscogee Road (CR297A to US29) Widening and Drainage Improvements. Original Board Approval 01/19/2017		

Original PO Amount $1,820,678.48
Change Order 1 $ 30.667.80
Change Order 2 $ 34,208.11
New PO Amount $1,854,886.59

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

APPROVED BY 11/16/17

TAX ID 85-8013886011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

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PURCHASE ORDER NO. 171017-2

CHANGE DATE: 11/15/17

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ORDER DATE: 01/21/17	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	CONTRACT PD 16-17.010 MUSCOGEE ROAD (CR297A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 01/19/2017	34208.1100	34,208.11

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	34,208.11	09EN0115
01	210114	56301	.00	15EN3285

PAGE TOTAL $	34,208.11
TOTAL $	34,208.11

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 171017-1

CHANGE DATE: 08/16/17

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
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PAUL NOBLES	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This is an RFF for additional services to be provided by Roads, Inc for unknown utility conflicts on MuscogeeRoad Phase I. The existing location shown in the plans for the ECUA Force Main was incorrect. In the plans, the facilities were shown on the west side of Pace Parkway and the east side of Contractor's Drive. When the contractor field located the facilities theywere located on the east side of Pace Parkway and west side of Contractor's Drive. Since ECUA requires their Force Main facilities under the road to be encased or installed with \ductile iron (DI), there will be a deduction for PVC and an addition for DI ($3,368.01 reimbursable by ECUA). Additional lateral asphalt patching will be required as a result of the force main location ($14,316.00). Additionally, during excavation activities to extend the 12" water line, the contractor encountered the existing water line encased in concrete that will have to be removed and replaced to facilitate the tie-in. ECUA will not be reimbursing the County for the ductile iron they are requiring for the water main because this isn't an upgrade to their system ($12,672.53). Additional bonding will be required for the increase in project amount ($311.26). There were utility coordination meetings on-site during the design phase but without digging up the asphalt to verify, ECUA located their facilities based on manhole locations and as-built drawings. The total change		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

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PURCHASE ORDER NO. 171017-1

CHANGE DATE: 08/16/17

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3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PAUL NOBLES	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			order increase will be $30,667.80 with a new contract amount of $1,820,678.48 which equals a 1.7% increase. 10 additional working days will be required to completethe additional work. Please see attached for additionalinformation.CIP:Muscogee Road (CR297A to US29) Widening and Drainage Improements. Original Board Approval 01/19/2017		
			Original PO Amount $1,790,010.68 Change Order 1 $ 30,667.80 New PO Amount $1,820,678.48		
01	.00	LOT	CONTRACT PD 16-17.010 MUSCOGEE ROAD (CR297A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 01/19/2017	30667.8000	30,667.80

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	30,667.80	09EN0115
01	210114	56301	.00	15EN3285

PAGE TOTAL $	30,667.80
TOTAL $	30,667.80

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 171017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

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VENDOR
182328 FAX: 850-968-0996
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106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 01/21/17	BUYER: PURCHASING MANAGER	REQ. NO.: 17001126	REQ. DATE: 01/20/17
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACAT LIZ BUSH AT 595-	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 16-17.010 MUSCOGEE ROAD (CR297A AND US29) WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 01/19/2017	1790010.6800	1,790,010.68

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210114	56301	1,790,010.68	15EN3285

PAGE TOTAL $ 1,790,010.68
TOTAL $ 1,790,010.68

APPROVED BY

TAX ID 85 8013888011C-3
FED ID 59 6000-598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. PD 16-17.010

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida and Roads Inc., of NWF, per the terms and conditions of PD 16-17.010, Muscogee Road (CR297A and US 29) Widening and Drainage Improvements, in the amount of $1,790,010.68 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210114, Object Code 56301, Project Number 15EN3285).

III. FOR DISCUSSION

1. PEDC Funding Draw

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried unanimously, approving the request from the FloridaWest Chief Executive Officer for both the second quarter funding draw ($137,500) for the Pensacola-Escambia Development Commission (PEDC) and for funding for the remainder of the Fiscal Year ($412,500) (Funding Source: Fund 102, Economic Development Fund, Cost Center 360704).

2. TDC Appointments

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Tourist Development Council (TDC) to appoint two individuals to fill two "Interested in Tourism" positions:

A. Waiving the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappointing Nan Harper to the TDC, for a four-year term, effective retroactively January 6, 2017, through January 5, 2021, as an "Interested in Tourism" appointee; and

(Continued on Page 38)

Financial Management No. 437039-1-54-01 Contract No. ART87 CSFA No. 55.032

Escambia County
Clerk's Original
6/2/2015 CAR II-3

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (ON-SYSTEM)

Verified By: F. Carver
Date: 6/4/2015

This Economic Development Transportation Project Fund Agreement (On-System) ("Agreement") is entered into this 2 day of June, 2015, between the State of Florida, Department of Transportation ("FDOT") and Escambia County ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has submitted an application for a grant from FDOT's Economic Development Transportation Project Fund ("EDTPF") on behalf of International Paper ("Business Entity")

B. FDOT has determined that the transportation project described in **Exhibit "A"** attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and FDOT is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Agency for the direct costs of the Project.

C. The Agency by Resolution No. R2015-76 dated the 2ND day of June, 2015, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

D. The Project is for the design and construction of transportation facility improvements associated with a new or expanding business and 12 full-time permanent jobs will result from the Project.

E. The Agency is prepared to complete the Project at an estimated total cost of $ 2,090,000.

F. FDOT is prepared to provide $1,950,000 toward the total cost of construction of the Project as more fully described in Section 6.0 and **Exhibit "B"**, Schedule of Funding.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1.0 RECITALS: The recitals above are true and correct and are made a part of this Agreement.

2.0 TERM: The term of this Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2017, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the Project within the time period allotted, 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 FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

3.0 COMMENCEMENT: Unless terminated earlier, work on the Project shall commence no later than: the 1st day of January, 2016 or the issuance of the Notice to Proceed, whichever date is earlier ("Commencement Date"), and shall be completed on or before December 31, 2017. FDOT shall have the immediate right to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If work on the Project does not commence within four (4) years of the date of the initial notice of grant award, attached and incorporated in this Agreement as **Exhibit "C"**, this Agreement and the Project are immediately terminated.

4.0 PROJECT DESCRIPTION: 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, identified as Financial Management Number 437039-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"** which is incorporated in this Agreement, and is in connection with the location or expansion of facilities by the Business Entity.

5.0 NOTICES AND APPROVALS: All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the

Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

FDOT:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 3 LOCAL PROGRAM ADMINISTRATOR
DUSTIN CASTELLS
POST OFFICE BOX 607, CHIPLEY, FL 32428
PHONE: 850-330-1227
FAX: 850-330-1130

AGENCY:

THOMAS R. BROWN, JR, PTP
ESCAMBIA CO TRANSPORTATION & TRAFFIC OPERATIONS
3363 WEST PARK PLACE
PENSACOLA, FL 32505
PHONE: 850-595-3404
FAX: 850-595-3405

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

6.0 RELEASE OF FUNDS: Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "D"**;

(b) The Agency shall certify to FDOT that the Business Entity, or the Agency's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. If the Agency fails to provide such certification to FDOT by December 31, 2016, FDOT may, at its discretion, terminate this Agreement;

(c) The grant award shall be terminated if construction of the transportation Project does not begin within four (4) years after the initial notice of grant award, attached and incorporated in this Agreement as **Exhibit "C"**.

(d) The Agency shall invoice FDOT quarterly or as noted in **Exhibit "A"** for actual costs incurred. The Agency shall review and approve all invoices, statements, or other related documents duly submitted to the Agency by the Agency's design consultant or construction contractor. Invoices shall be submitted by the Agency to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in Paragraph 4.0 above and **Exhibit "A"**. Deliverables must be received and accepted in writing by the pre-audit and approval by the Agency;

(e) Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4.0 and **Exhibit "A"** has been met;

(f) FDOT will pay the Agency, after receipt of a detailed invoice, an amount equal to the invoice received by the Agency from the Agency's consultant or contractor. The Agency must certify on the invoice that the costs from the consultant or contractor are valid, reasonable, necessary, and allowable and the costs have been incurred by the consultant or contractor prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the consultant's or contractor's invoice(s), to substantiate the cost on the invoice. Each invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous costs incurred by the consultant or contractor have been paid by the Agency to the consultant or contractor;

(g) Before using its own forces for any phase of the Project, the Agency shall provide FDOT with the opportunity to review and approve the qualifications of the Agency forces to be utilized. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead);

(h) The Agency shall provide to FDOT certification and a copy of appropriate documentation substantiating that any additional right-of-way necessary for the Project has been obtained; and

(i) Provide FDOT with written notification of either its intent to:

(i) Award the construction of the Project to an FDOT prequalified contractor which is the lowest, responsive and responsible bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the Project utilizing existing Agency employees, whose qualifications have been reviewed and approved by FDOT, if the Agency can complete said Project within the time frame in Section 3.0 of this Agreement.

6.1 TRANSFER OF FUNDS: The Agency should be aware of the following time frames. Upon receipt, FDOT has 20 days to inspect and approve the goods and services. FDOT 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), Florida Statutes, 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 the 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 FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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 FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT 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 FDOT, 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 FDOT 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.

6.2 USE OF FUNDS: Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. The funds shall not be used for the purchase or planting of any landscaping, mitigation, the installation or relocation of utilities, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit "B"**, is attached and incorporated in this Agreement.

6.3 ASSURANCES: As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The Agency is liable for all costs in excess of the amount paid by FDOT.

7.0 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida and pre-qualified by FDOT, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT.

(b) The Agency understands that it is responsible for the preparation of all signed and sealed design plans for the Project, utilizing a FDOT pre-qualified consultant, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of signed and sealed specifications covering all

construction requirements for the Project. One (1) electronic copy and (2) hard copies of the design plans shall be provided to FDOT's Design Project Manager, Tommy Johns at (850) 638-2288. FDOT shall review the plans for conformance to FDOT's requirements and feasibility within forty-five (45) days of delivery by the Agency. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. All changes requested by FDOT shall be made by the Agency and final corrected signed and sealed plans shall be provided to FDOT in a timely manner. The Agency shall provide a copy of the final bid documents to FDOT's Construction Project Manager.

(c) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any design work performed prior to the execution of this Agreement is not subject to reimbursement.

(d) Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Eric Benson, at (850) 698-2606 or from an appointed designee. Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(e) The Agency shall hire a FDOT prequalified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. The Agency's Attorney shall certify to FDOT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

(f) The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

(g) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all

applicable FDOT standards and that the work is performed in accord with the Terms and Conditions contained in **Exhibit "E"**.

(h) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit "F"**. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from FDOT in advance of the deviation being constructed.

(i) The Agency must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project or it may not be paid.

(j) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in **Exhibit "D"**. The terms of this provision shall survive the termination of this Agreement and may be enforced by FDOT.

8.0 AVAILABILITY OF FUNDS: The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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 Chapter 339.135(6)(a), F.S., are 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 dollars and which have a term for a period of more than 1 year."

9.0 TERMINATION OF AGREEMENT: FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 10.0 of this Agreement within thirty (30) days of the termination of this Agreement.

9.1 TERMINATION REPORT: Upon termination prior to the expiration of this Agreement, the Agency will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; (ii) the balance of any unexpended Project funds; (iii) the actual amount of the Business Entity's capital investment; and (iv) the actual number of permanent, full-time jobs created by the Business Entity.

10.0 EXPENDITURES IN VIOLATION OF AGREEMENT: Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

11.0 LEGAL REQUIREMENTS:

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency shall 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 Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

12.0 PUBLIC ENTITY CRIME: The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

13.0 UNAUTHORIZED ALIENS: FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for immediate termination of this Agreement.

14.0 NON-DISCRIMINATION: The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

15.0 ATTORNEY FEES: Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

16.0 TRAVEL: There shall be no reimbursement for travel expenses under this Agreement.

17.0 PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

18.0 AUDIT AND MONITORING REQUIREMENTS:

(a) The administration of resources awarded by FDOT to the Agency may be subject to audits and/or monitoring by FDOT, as described in this section. In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by FDOT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Agency agrees to

comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the FDOT. In the event the FDOT determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by FDOT staff regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

(b) The Agency, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, is required to have audits performed annually using the following criteria:

i. In the event that the Agency expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of the Agency, the Agency must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the state CFO; and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **Exhibit "G"** to this Agreement indicates state financial assistance awarded through FDOT by this Agreement. In determining the state financial assistance expended in its fiscal year, the Agency shall consider all sources of state financial assistance received from FDOT, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

iii. If the Agency expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Agency expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-state Agency's resources (i.e., the cost of such an audit must be

paid from Agency's resources obtained from other than State entities).

iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

v. The Agency shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

vi. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved. Access to project records and audit work papers shall be given to FDOT, the state CFO, and the Auditor General. This section does not limit the authority of FDOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

vii. Copies of financial reporting packages, reports, or management letters required by this Agreement shall be submitted by or on behalf of the Agency directly to the following offices:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
and

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

viii. Any reports, management letter, or other information required to be submitted to FDOT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Agency, when submitting financial reporting packages to FDOT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting

package was delivered to the Agency in correspondence accompanying the reporting package.

x. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the FDOT, or its designee, the state CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the FDOT, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the FDOT.

(c) The Agency must include the audit and record keeping requirements in this Section 18.0 in contracts and subcontracts entered into by the Agency with any party for work required in the performance of this Agreement.

(d) The Agency shall, three (3) months after the date of execution of this Agreement and every three (3) months thereafter, provide FDOT with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed and whether the work is proceeding according to the project schedule; a description of any change orders executed by the Agency with prior written approval by FDOT, preceding the change orders; a budget summary detailing planned expenditures compared to actual expenditures; and identification of each small, women-owned or minority business enterprise used as contractors or subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the Agency and payments made pursuant to such orders, shall be maintained by the Agency in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(e) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to FDOT 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 FDOT for a proper audit of costs.

19.0 LOBBYING: Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

20.0 MINORITY VENDORS: The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

21.0 INDEMNITY AND INSURANCE:

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period 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 $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within

the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

(c) The Agency shall also carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

22.0 FOLLOW-UP REPORT: Two (2) years after the Business Entity has completed the construction associated with this Project, the Agency will provide FDOT with the actual number of new, permanent, full-time jobs created by the Business Entity. The terms of this provision shall survive the termination or expiration of this Agreement and may be enforced by FDOT.

23.0 MODIFICATION OF AGREEMENT: In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is made after the expiration of the above referenced date, FDOT shall have the right to immediately terminate this Agreement.

24.0 E-VERIFY: The Agency:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

(b) shall expressly require any 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.

25.0 NON-ASSIGNMENT: The Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

26.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

27.0 DUPLICATE ORIGINALS: This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: James T. Barfield

Title: District Secretary

Date: 6/12/2015

Legal Review:

_____

See attached Encumbrance Form for date of funding approval by Comptroller

AGENCY

Board of County Commissioners
Escambia County, Florida

By: _____
Steven Barry, Chairman

Date Executed
6/2/2015

Attest: Pam Childers,
Clerk of the Circuit Court

By: _____
Deputy Clerk

SEAL

As approved by the Board on:

June 2, 2015

Legal Review: _____
County Attorney

5/8/15

EXHIBIT "A"
SCOPE OF SERVICES
Financial Management Number: 437039-1-54-01

This project is for the design and construction of improvements on County Road 184 (Muscogee Road) and State Road 95 (US 29) in Escambia County. The project will provide improvements to the entrance of International Paper Company along County 184 (Muscogee Road) and State Road 95 (US 29).

County Road 184 (Muscogee Road) Improvements:
Resurfacing of approximately .75 miles from County Road 297A to State Road 95 (US 29). The resurfacing project will include:

- Drainage Improvements
- Mill & Resurfacing of Roadway (11' travel lanes)
- Reconfiguring and extension of turn lanes.

State Road 95 (US 29) Improvements:

- Extension of the southbound right turn lane onto Tree Road
- Intersection upgrades at Tree Road with the installation of signal controllers, video detection, and signal retiming.
- Intersection upgrades at Morris Avenue with the installation of signal controllers, video detection, and signal retiming.
- Intersection upgrades at Muscogee Road with the installation of signal controllers, video detection, and signal retiming.

EXHIBIT "B"
SCHEDULE OF FUNDING
Financial Management Number: 437039-1-54-01

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	STTF	2015	55.032	Economic Development Transportation Projects – Road Fund	$1,950,000	088865
				Total Award	$1,950,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

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EXHIBIT "C"
NOTICE OF GRANT AWARD
Financial Management Number: 437039-1-54-01

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Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

October 20, 2014

Mr. Thomas Brown, Jr.
Transportation Planner
Escambia County Board of County Commissioners
3363 West Park Place
Pensacola, Florida 32505

Dear Mr. Brown:

I am pleased to inform you that the Economic Development Transportation Fund grant request submitted by Escambia County has been approved by the Department of Transportation (FDOT). The grant approval, which provides the county with $1,950,000, is subject to the receipt of a legislative appropriation that allows FDOT to fund the following transportation project:

> Construct safety and efficiency improvements to the turn lanes, and modernize the signalization at the intersection of County Road 184 (Muscogee Road) and U.S. 29.

Please contact Ms. Regina Battles, the FDOT District 3 Economic Development Transportation Fund Coordinator at (850) 330-1270 to begin work on the contract agreement for the disbursement of the approved grant funds. Please note that the county cannot be reimbursed for any costs incurred prior to the execution of the required contract, and compliance with all applicable terms and conditions of the contract.

Construction of the referenced project must commence within four (4) years of the date of this notice of grant award. If project construction does not commence within the four (4) year period, this grant award and any contract for the disbursement of the awarded funds will terminate immediately.

Congratulations on your Economic Development Transportation Fund grant award. We look forward to working with you on the development of this important transportation project. Questions regarding this letter or the approval of your Economic Development Transportation Fund grant request should be directed to Ms. Jasmin Raffington at (850) 414-5266.

Sincerely,

Ananth Prasad
Secretary

cc: Heather Squires, Enterprise Florida, Inc.
Cissy Proctor, Department of Economic Opportunity
Regina Battles, District 3 Economic Development Transportation Fund Coordinator

EXHIBIT "D"
AGENCY RESOLUTION

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Escambia County
Clerk's Original

6/2/2015 CA# II-3

RESOLUTION NUMBER R2015-76

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (ON-SYSTEM) FOR THE DESIGN AND CONSTRUCTION OF TRANSPORTATION FACILITY IMPROVEMENTS ASSOCIATED WITH A NEW OR EXPANDING BUSINESS RESULTING IN 12 FULL-TIME PERMANENT JOBS; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Date: 6/4/2015 Verified By: S. Carew

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as "FDOT") and Escambia County (hereinafter referred to as "County") have agreed to enter into an Economic Development Transportation Project Fund Agreement (On-System), Financial Management No. 437039-1-54-01 (hereinafter referred to as the "EPTPFA") on behalf of International Paper; and

WHEREAS, FDOT has determined that the transportation project is necessary to facilitate the economic development and growth of the State of Florida; and

WHEREAS, accordingly, FDOT has agreed under the EDTPFA to provide a grant in the amount of $1,950,000 toward the total cost of construction of the EDTPFA Project, as more fully described in the EDTPFA; and

WHEREAS, the County accepts future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County's system.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the State of Florida Department of Transportation Economic Development Transportation Project Fund Agreement (On-System) (EPTPFA) for the design and construction of transportation facility improvements associated with International Paper and resulting in 12 full time permanent positions.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the FDOT to implement the Project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the EPTPFA between the State of Florida Department of Transportation and Escambia County.

SECTION 5. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this 2nd day of June 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date Executed
6/2/2015

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/21/15

EXHIBIT "E"
TERMS AND CONDITIONS OF CONSTRUCTION

1. The Agency is authorized, subject to the conditions set forth herein, to enter FDOT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "B"). The Project shall be constructed in accordance with construction plans and specifications to be approved by FDOT and consistent with the requirements of FDOT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2014, and as amended from time to time) changes to the plans be required during construction of the Project, the Agency shall be required to notify FDOT of the changes and receive approval from FDOT prior to the changes being constructed. FDOT reserves the right to adjust the plans to meet the requirements of permits. The Agency shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name FDOT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of FDOT. The Agency shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The Agency shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The Agency shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of FDOT and the Agency shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Agency is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of FDOT; however, in such event, the Agency will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the Agency to secure separate FDOT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use FDOT and/or Agency right-of-way nor the placing of facilities upon FDOT and/or Agency land shall operate to create or vest any property right in the Agency except as otherwise provided in separate agreements.

6. FDOT shall appoint and authorize a single individual to serve as FDOT's representative to coordinate and manage FDOT's review of the Agency's activities pursuant to this Agreement. The Agency shall provide a current construction schedule to FDOT's representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The Agency shall utilize only a FDOT prequalified prime contractor for the Project.

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8. The Agency shall hire a FDOT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The Agency shall require the Agency's contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The Agency shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by FDOT. Provided, however, in the event of an emergency, the Agency shall immediately make any necessary changes and notify FDOT and the Engineer of Record after the modifications.

11. FDOT may request and shall be granted a conference with the Agency and at the Agency's option, the Agency's CEI firm, to discuss any part of the Project activities that FDOT determines to be inconsistent with the approved design plans and specifications. The Agency will monitor the corrective action and provide FDOT status reports at such intervals as are reasonable, based on the corrective action undertaken, and FDOT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if FDOT determines a condition exists which threatens the public's safety, FDOT may, at its discretion, issue an immediate stop work order.

12. The Agency shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The Agency is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the Agency shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and FDOT's Standard Specifications for Road and Bridge construction and FDOT's Roadway and Traffic Design Standards latest addition, as amended, and as those sources may be amended from time to time. The Agency may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the Agency shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of FDOT's right, title and interest in the land to be entered upon and used by the Agency. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the Agency.

15. Upon completion of the work in accord with the Plans, the Agency shall furnish a set of "as-built" plans prepared in accordance with the FDOT Preparation and Documentation Manual, Chapter 4 (FDOT Procedure #700-050-10). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that

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all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2014 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the Agency shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to FDOT in a manner acceptable to FDOT.

16. In the event contaminated soil is encountered by the Agency or anyone within FDOT's right of way, the Agency shall immediately cease work and notify FDOT. FDOT shall coordinate with the appropriate agencies and notify the Agency of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the Agency as of the date of this Agreement. Construction of the Project will not commence until FDOT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by FDOT's Right of Way Manager.

18. If applicable, the Agency shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for FDOT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

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EXHIBIT "F"
NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID#_____

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

_____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

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Exhibit "G"

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 339.2821, FLORIDA STATUTES:

State Project: Economic Development Transportation Projects – Road Fund

State Awarding Agency: Florida Department of Transportation

Catalog of State Financial Assistance (CSFA) Number: 55-032

Grant Amount: $1,950,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Objectives of the Project: Alleviate transportation problems that adversely affect the decision of a specific company to locate or expand in the State of Florida.

Project Restrictions:
Eligibility for Economic Development Transportation Projects funding is limited to the direct cost of transportation projects that:

1. Attract new employment opportunities to the State or expand or retain employment in existing companies operating within the State; or
2. Allow for the construction or expansion of a state or federal correctional facility that creates, expands or retains employment in a county with a population of 75,000 or less.

Eligible transportation projects are reviewed for funding by considering the following:

1. Cost per job created or retained considering the amount of transportation funds requested;
2. Average hourly wages of the jobs created;
3. Reliance on programs as an inducement to determine the project's location;
4. Amount of capital investment to be made by a business;
5. Demonstrated local commitment;

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6. Location of the project in an enterprise;
7. Location of the project in a spaceport territory;
8. Unemployment rate of the surrounding area; and
9. Poverty rate of the area.

Eligible Applicant:

An instrumentality of the state, or a county, municipality, district, authority, board, or commission, or an agency thereof, within whose jurisdiction the eligible transportation project is located.

Equipment and Real Property Management:

If the transportation project is constructed on a county or municipal system, the governing board must adopt a resolution accepting responsibility for maintenance and related costs when the transportation project is complete.

Reporting:

Governmental bodies that receive Economic Development Transportation Projects funding must:

1) Provide FDOT with quarterly progress reports that contain:
   - A narrative description of the work completed and whether the work is proceeding according to the transportation project schedule;
   - A description of each change order executed by the governmental body with prior written approval by FDOT, preceding the change orders;
   - A budget summary detailing planned expenditures compared to actual expenditures; and
   - The identity of each small, women-owned or minority business used as a contractor or subcontractor.

2) Maintain records in accordance with accepted governmental accounting principles and practices for:
   - Each progress payment made for work performed in connection with the transportation project;
   - Each change order executed by the governmental body, and;
   - Each payment made pursuant to a change order.

3) Provide FDOT with a financial audit of the governmental body conducted by an independent certified public accountant.

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Sub-recipient Monitoring:

The construction or building site for each transportation project that receives Economic Development Transportation Projects funding will be monitored to ensure compliance with Section 339.2821, Florida Statutes, and contractual requirements, which includes but is not limited to the construction of the business facility.

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Escambia County Clerk's Original

6/2/2015 CAL II-3

RESOLUTION NUMBER R2015-76

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (ON-SYSTEM) FOR THE DESIGN AND CONSTRUCTION OF TRANSPORTATION FACILITY IMPROVEMENTS ASSOCIATED WITH A NEW OR EXPANDING BUSINESS RESULTING IN 12 FULL-TIME PERMANENT JOBS; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Date: 6/4/2015 Verified By: S. Carew

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as "FDOT") and Escambia County (hereinafter referred to as "County") have agreed to enter into an Economic Development Transportation Project Fund Agreement (On-System), Financial Management No. 437039-1-54-01 (hereinafter referred to as the "EPTPFA") on behalf of International Paper; and

WHEREAS, FDOT has determined that the transportation project is necessary to facilitate the economic development and growth of the State of Florida; and

WHEREAS, accordingly, FDOT has agreed under the EDTPFA to provide a grant in the amount of $1,950,000 toward the total cost of construction of the EDTPFA Project, as more fully described in the EDTPFA; and

WHEREAS, the County accepts future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County's system.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the State of Florida Department of Transportation Economic Development Transportation Project Fund Agreement (On-System) (EPTPFA) for the design and construction of transportation facility improvements associated with International Paper and resulting in 12 full time permanent positions.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the FDOT to implement the Project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the EPTPFA between the State of Florida Department of Transportation and Escambia County.

SECTION 5. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this 2nd day of June 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date Executed
6/2/2015

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/21/15

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8235 **County Administrator's Report 8. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/02/2015
Issue: Economic Development Transportation Project Fund Agreement (EDTPFA) - Transportation Improvements
From: Joy D. Blackmon, P.E.
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Economic Development Transportation Project Fund Agreement - Transportation Improvements on County Road 184 (Muscogee Road) and State Road 95 (US 29) - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning an Economic Development Transportation Project Fund Agreement (EDTPFA) with the State of Florida Department of Transportation (FDOT) for funding not to exceed $1,950,000, for the transportation improvements on County Road (CR) 184 (Muscogee Road) and State Road (SR) 95 (US 29) in Escambia County:

A. Approve the State of Florida, Department of Transportation Economic Development Transportation Project Fund Agreement (EDTPFA) (On-System) for transportation improvements on CR 184 (Muscogee Road) and SR 95 (US 29) in Escambia County;

B. Adopt a Resolution authorizing the execution of the EDTPFA; and

C. Authorize the Chairman to sign the EDTPFA, the Resolution, and any other document related to this EDTPFA Project.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the EDTFA]

BACKGROUND:

Meeting in regular session on September 25, 2014, the Board of County Commissioners adopted a Resolution authorizing Escambia County to apply for and accept Grant awards from the State of Florida Economic Development Transportation Fund.

The project consists of the design and construction of transportation facility improvements on CR 184 (Muscogee Road) and SR 95 (US 29) in Escambia County.

The project will provide improvements to the entrance of International Paper Company along CR184 (Muscogee Road) and SR 95 (US 29).

Escambia County is prepared to complete the project at an estimated total cost of $2,090,000, and FDOT is prepared to provide $1,950,000 toward to the total cost of construction.

Escambia County has agreed by Resolution to accept future maintenance and other attendant costs occurring after completion of the project for the portion of the project on the county's system.

BUDGETARY IMPACT:

A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the EDTPFA.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the EDTPFA as to form and legal sufficiency. Please note that any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida Law.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval of this Recommendation, the Chairman will need to sign four original copies of the EDTPFA. The Clerk's Office will then need to certify four copies of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the four signed Agreements and the certified copies of the Resolution to FDOT for final signatures and for their files.

Transportation and Traffic Operations staff will continue to coordinate this project with FDOT and the Purchasing Department for procurement of a contractor. Engineering staff will coordinate the project management.

Attachments

BCC Minutes 092514
Agreement
Resolution

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-15. Approval of Various Consent Agenda Items – Continued

11. Taking the following action concerning appointments to the West-End Advisory Committee:

    A. Confirming the appointment of Mr. Terrence William Brotherton, to replace Mr. Joe Ward, who resigned, with the term of appointment to begin September 25, 2014, and to run concurrent with Commissioner Valentino's term of office or at his discretion; and

    B. Confirming the appointment of Mr. Dayre C. Lias, to replace Ms. Holly Rasoli Wood, who resigned, with the term of appointment to begin September 25, 2014, and to run concurrent with Commissioner Valentino's term of office or at his discretion.

12. Taking the following action to support "Project Phoenix" as an Economic Development Prospect:

    A. Adopting a Resolution *(R2014-114)* authorizing Escambia County to apply for and accept certain Grant awards from the State of Florida Economic Development Transportation Fund; and

    B. Authorizing the Chairman to execute the Resolution and all other required documents relating to the Grant application.

13. Approving the four *Request for Disposition of Property* Forms for the Corrections Department, as provided, for property which is described and listed on the Disposition Forms; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed of.

14. See Page 28.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

GROWTH MANAGEMENT REPORT – Continued

II. ACTION ITEMS

1. Approval of a Street Name

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, approving the street name "Eagles Landing," a private street lying between Rawson Lane and St. Benedict Avenue, situated in the Brent Community at the Pensacola Christian College Campus, and lying in Commission District 4.

2. Approval of a Street Name

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving the street name "Mills Swamp House Road," a private street lying west of North Davis Highway and south of Escambia River at Mills Swamp House Marina and RV Park, situated in the Ferry Pass and Scenic Hills Community, lying in Commission District 5.

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

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-15. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, approving Consent Agenda Items 1 through 15, as follows, with the exception of Item 14, which was held for a separate vote:

1. Approving the 14 *Request for Disposition of Property* Forms for the Public Safety Department, indicating numerous items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

2. Approving the two *Request for Disposition of Property* Forms for the Public Safety Department, Emergency Medical Services Division, for property which is described and listed on the Request Forms, with reason for disposition stated; this property is to be auctioned as surplus or properly disposed of.

Escambia County
Clerk's Original
09/25/2014 CARI-12

Date: 09/29/2014 Verified By: MA Cuff

RESOLUTION NUMBER R2014-114

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS FROM THE ECONOMIC DEVELOPMENT TRANSPORTATION FUND PURSUANT TO §339.2821, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Project Phoenix is an existing company in Escambia County, Florida, that is considering investment in Escambia County to increase efficiencies, support and enhance its workforce and strengthen its competitive position; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, supports Project Phoenix and the proposed investment in Escambia County; and

WHEREAS, Escambia County has the authority to apply for and accept grant funding from the Economic Development Transportation Fund for qualified transportation projects pursuant to §339.2821, Florida Statutes; and

WHEREAS, Escambia County has identified a qualified transportation project in Escambia County that would assist Project Phoenix by eliminating certain transportation impediments and further serve to encourage economic development in the County by providing favorable conditions for attracting and retaining valuable business enterprises; and

WHEREAS, the Board of County Commissioners finds is in the best interest of the health, safety, and welfare of the citizens of Escambia County to apply for and accept grant funding from the Economic Development Transportation Fund Program to fund a qualified transportation project to facilitate the proposed expansion of economic development prospect Project Phoenix.

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

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

Section 2. That the Board of County Commissioners of Escambia County, Florida, hereby supports economic development prospect Project Phoenix and the proposed expansion of its operation in Escambia County.

Section 3. That the Board of County Commissioners of Escambia County, Florida, hereby authorizes the submission of an application for grant funding from the Economic Development Transportation Fund Program to fund a qualified transportation project in Escambia County and further encourage economic development in the county.

Section 4. That the Chairman is hereby authorized to sign the application.

Section 5. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 25 day of September, 2014.

Approved as to form and legal sufficiency.

By/Title:

Date: 9/15/14

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By

Lumon J. May, Chairman

Date Executed
09/26/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By:

(SEAL)

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-6877 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 09/25/2014
Issue: Support of "Project Phoenix" as an Economic Development Prospect
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Support of "Project Phoenix," an Economic Development Prospect - Jack R. Brown, County Administrator

That the Board take the following action to support "Project Phoenix" as an Economic Development Prospect:

A. Adopt a Resolution authorizing Escambia County to apply for and accept certain Grant awards from the State of Florida Economic Development Transportation Fund; and

B. Authorize the Chairman to execute the Resolution and all other required documents relating to the Grant application.

BACKGROUND:
"Project Phoenix" is an existing business in Escambia County, Florida, that is considering investment in Escambia County. This business is identified as a target industry. "Project Phoenix" will include significant investment to increase efficiency, support and enhance its workforce and strengthen its competitive position. Escambia County has identified a qualified transportation project in Escambia County that would assist "Project Phoenix" with it business expansion by eliminating certain transportation impediments and will further serve to encourage economic development in the Escambia County by providing favorable conditions for attracting and retaining valuable business enterprises.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Resolution was reviewed by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
The Greater Pensacola Chamber will coordinate.

Attachments

Project Phoenix Resolution

RESOLUTION NUMBER R2014-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS FROM THE ECONOMIC DEVELOPMENT TRANSPORTATION FUND PURSUANT TO §339.2821, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Project Phoenix is an existing company in Escambia County, Florida, that is considering investment in Escambia County to increase efficiencies, support and enhance its workforce and strengthen its competitive position; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, supports Project Phoenix and the proposed investment in Escambia County; and

WHEREAS, Escambia County has the authority to apply for and accept grant funding from the Economic Development Transportation Fund for qualified transportation projects pursuant to §339.2821, Florida Statutes; and

WHEREAS, Escambia County has identified a qualified transportation project in Escambia County that would assist Project Phoenix by eliminating certain transportation impediments and further serve to encourage economic development in the County by providing favorable conditions for attracting and retaining valuable business enterprises; and

WHEREAS, the Board of County Commissioners finds is in the best interest of the health, safety, and welfare of the citizens of Escambia County to apply for and accept grant funding from the Economic Development Transportation Fund Program to fund a qualified transportation project to facilitate the proposed expansion of economic development prospect Project Phoenix.

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

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

Section 2. That the Board of County Commissioners of Escambia County, Florida, hereby supports economic development prospect Project Phoenix and the proposed expansion of its operation in Escambia County.

Section 3. That the Board of County Commissioners of Escambia County, Florida, hereby authorizes the submission of an application for grant funding from the Economic Development Transportation Fund Program to fund a qualified transportation project in Escambia County and further encourage economic development in the county.

Section 4. That the Chairman is hereby authorized to sign the application.

Section 5. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 25 day of September, 2014.

Approved as to form and legal sufficiency.
By/Title:
Date: 9/15/14

BOARD OF COUNTY COMMISSIONERS ,
ESCAMBIA COUNTY, FLORIDA

By _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

Financial Management No. 437039-1-54-01 Contract No. _____ CSFA No. 55.032

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (ON-SYSTEM)

This Economic Development Transportation Project Fund Agreement (On-System) ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("FDOT") and Escambia County ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has submitted an application for a grant from FDOT's Economic Development Transportation Project Fund ("EDTPF") on behalf of International Paper ("Business Entity")

B. FDOT has determined that the transportation project described in **Exhibit "A"** attached and incorporated in this Agreement ("Project"), is necessary to facilitate the economic development and growth of the State and FDOT is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Agency for the direct costs of the Project.

C. The Agency by Resolution No. _____ dated the ____ day of_____ _____, 2015, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

D. The Project is for the design and construction of transportation facility improvements associated with a new or expanding business and 12 full-time permanent jobs will result from the Project.

E. The Agency is prepared to complete the Project at an estimated total cost of $ 2,090,000.

F. FDOT is prepared to provide $1,950,000 toward the total cost of construction of the Project as more fully described in Section 6.0 and **Exhibit "B"**, Schedule of Funding.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1.0 RECITALS: The recitals above are true and correct and are made a part of this Agreement.

2.0 TERM: The term of this Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2017, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the Project within the time period allotted, 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 FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

3.0 COMMENCEMENT: Unless terminated earlier, work on the Project shall commence no later than: the 1st day of January, 2016 or the issuance of the Notice to Proceed, whichever date is earlier ("Commencement Date"), and shall be completed on or before December 31, 2017. FDOT shall have the immediate right to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If work on the Project does not commence within four (4) years of the date of the initial notice of grant award, attached and incorporated in this Agreement as **Exhibit "C"**, this Agreement and the Project are immediately terminated.

4.0 PROJECT DESCRIPTION: 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, identified as Financial Management Number 437039-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"** which is incorporated in this Agreement, and is in connection with the location or expansion of facilities by the Business Entity.

5.0 NOTICES AND APPROVALS: All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the

Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

FDOT:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 3 LOCAL PROGRAM ADMINISTRATOR
DUSTIN CASTELLS
POST OFFICE BOX 607, CHIPLEY, FL 32428
PHONE: 850-330-1227
FAX: 850-330-1130

AGENCY:

THOMAS R. BROWN, JR, PTP
ESCAMBIA CO TRANSPORTATION & TRAFFIC OPERATIONS
3363 WEST PARK PLACE
PENSACOLA, FL 32505
PHONE: 850-595-3404
FAX: 850-595-3405

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

6.0 RELEASE OF FUNDS: Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "D"**;

(b) The Agency shall certify to FDOT that the Business Entity, or the Agency's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. If the Agency fails to provide such certification to FDOT by December 31, 2016, FDOT may, at its discretion, terminate this Agreement;

(c) The grant award shall be terminated if construction of the transportation Project does not begin within four (4) years after the initial notice of grant award, attached and incorporated in this Agreement as **Exhibit "C"**.

(d) The Agency shall invoice FDOT quarterly or as noted in **Exhibit "A"** for actual costs incurred. The Agency shall review and approve all invoices, statements, or other related documents duly submitted to the Agency by the Agency's design consultant or construction contractor. Invoices shall be submitted by the Agency to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in Paragraph 4.0 above and **Exhibit "A"**. Deliverables must be received and accepted in writing by the pre-audit and approval by the Agency;

(e) Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4.0 and **Exhibit "A"** has been met;

(f) FDOT will pay the Agency, after receipt of a detailed invoice, an amount equal to the invoice received by the Agency from the Agency's consultant or contractor. The Agency must certify on the invoice that the costs from the consultant or contractor are valid, reasonable, necessary, and allowable and the costs have been incurred by the consultant or contractor prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the consultant's or contractor's invoice(s), to substantiate the cost on the invoice. Each invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous costs incurred by the consultant or contractor have been paid by the Agency to the consultant or contractor;

(g) Before using its own forces for any phase of the Project, the Agency shall provide FDOT with the opportunity to review and approve the qualifications of the Agency forces to be utilized. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead);

(h) The Agency shall provide to FDOT certification and a copy of appropriate documentation substantiating that any additional right-of-way necessary for the Project has been obtained; and

(i) Provide FDOT with written notification of either its intent to:

(i) Award the construction of the Project to an FDOT prequalified contractor which is the lowest, responsive and responsible bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the Project utilizing existing Agency employees, whose qualifications have been reviewed and approved by FDOT, if the Agency can complete said Project within the time frame in Section 3.0 of this Agreement.

6.1 TRANSFER OF FUNDS: The Agency should be aware of the following time frames. Upon receipt, FDOT has 20 days to inspect and approve the goods and services. FDOT 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), Florida Statutes, 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 the 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 FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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 FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT 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 FDOT, 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 FDOT 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.

6.2 USE OF FUNDS: Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. The funds shall not be used for the purchase or planting of any landscaping, mitigation, the installation or relocation of utilities, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit "B"**, is attached and incorporated in this Agreement.

6.3 ASSURANCES: As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The Agency is liable for all costs in excess of the amount paid by FDOT.

7.0 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida and pre-qualified by FDOT, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT.

(b) The Agency understands that it is responsible for the preparation of all signed and sealed design plans for the Project, utilizing a FDOT pre-qualified consultant, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of signed and sealed specifications covering all

construction requirements for the Project. One (1) electronic copy and (2) hard copies of the design plans shall be provided to FDOT's Design Project Manager, Tommy Johns at (850) 638-2288. FDOT shall review the plans for conformance to FDOT's requirements and feasibility within forty-five (45) days of delivery by the Agency. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. All changes requested by FDOT shall be made by the Agency and final corrected signed and sealed plans shall be provided to FDOT in a timely manner. The Agency shall provide a copy of the final bid documents to FDOT's Construction Project Manager.

(c) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any design work performed prior to the execution of this Agreement is not subject to reimbursement.

(d) Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Eric Benson, at (850) 698-2606 or from an appointed designee. Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(e) The Agency shall hire a FDOT prequalified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. The Agency's Attorney shall certify to FDOT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

(f) The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

(g) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all

applicable FDOT standards and that the work is performed in accord with the Terms and Conditions contained in **Exhibit "E"**.

(h) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit "F"**. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from FDOT in advance of the deviation being constructed.

(i) The Agency must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project or it may not be paid.

(j) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in **Exhibit "D"**. The terms of this provision shall survive the termination of this Agreement and may be enforced by FDOT.

8.0 AVAILABILITY OF FUNDS: The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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 Chapter 339.135(6)(a), F.S., are 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 dollars and which have a term for a period of more than 1 year."

9.0 TERMINATION OF AGREEMENT: FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 10.0 of this Agreement within thirty (30) days of the termination of this Agreement.

9.1 TERMINATION REPORT: Upon termination prior to the expiration of this Agreement, the Agency will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; (ii) the balance of any unexpended Project funds; (iii) the actual amount of the Business Entity's capital investment; and (iv) the actual number of permanent, full-time jobs created by the Business Entity.

10.0 EXPENDITURES IN VIOLATION OF AGREEMENT: Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

11.0 LEGAL REQUIREMENTS:

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency shall 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 Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

12.0 PUBLIC ENTITY CRIME: The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

13.0 UNAUTHORIZED ALIENS: FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for immediate termination of this Agreement.

14.0 NON-DISCRIMINATION: The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

15.0 ATTORNEY FEES: Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

16.0 TRAVEL: There shall be no reimbursement for travel expenses under this Agreement.

17.0 PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

18.0 AUDIT AND MONITORING REQUIREMENTS:

(a) The administration of resources awarded by FDOT to the Agency may be subject to audits and/or monitoring by FDOT, as described in this section. In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by FDOT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Agency agrees to

comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the FDOT. In the event the FDOT determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by FDOT staff regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

(b) The Agency, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, is required to have audits performed annually using the following criteria:

i. In the event that the Agency expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of the Agency, the Agency must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the state CFO; and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **Exhibit "G"** to this Agreement indicates state financial assistance awarded through FDOT by this Agreement. In determining the state financial assistance expended in its fiscal year, the Agency shall consider all sources of state financial assistance received from FDOT, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

iii. If the Agency expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Agency expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-state Agency's resources (i.e., the cost of such an audit must be

paid from Agency's resources obtained from other than State entities).

iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

v. The Agency shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

vi. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved. Access to project records and audit work papers shall be given to FDOT, the state CFO, and the Auditor General. This section does not limit the authority of FDOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

vii. Copies of financial reporting packages, reports, or management letters required by this Agreement shall be submitted by or on behalf of the Agency directly to the following offices:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
and

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

viii. Any reports, management letter, or other information required to be submitted to FDOT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Agency, when submitting financial reporting packages to FDOT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting

package was delivered to the Agency in correspondence accompanying the reporting package.

x. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the FDOT, or its designee, the state CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the FDOT, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the FDOT.

(c) The Agency must include the audit and record keeping requirements in this Section 18.0 in contracts and subcontracts entered into by the Agency with any party for work required in the performance of this Agreement.

(d) The Agency shall, three (3) months after the date of execution of this Agreement and every three (3) months thereafter, provide FDOT with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed and whether the work is proceeding according to the project schedule; a description of any change orders executed by the Agency with prior written approval by FDOT, preceding the change orders; a budget summary detailing planned expenditures compared to actual expenditures; and identification of each small, women-owned or minority business enterprise used as contractors or subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the Agency and payments made pursuant to such orders, shall be maintained by the Agency in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(e) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to FDOT 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 FDOT for a proper audit of costs.

19.0 LOBBYING: Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

20.0 MINORITY VENDORS: The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

21.0 INDEMNITY AND INSURANCE:

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period 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 $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within

the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

(c) The Agency shall also carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

22.0 FOLLOW-UP REPORT: Two (2) years after the Business Entity has completed the construction associated with this Project, the Agency will provide FDOT with the actual number of new, permanent, full-time jobs created by the Business Entity. The terms of this provision shall survive the termination or expiration of this Agreement and may be enforced by FDOT.

23.0 MODIFICATION OF AGREEMENT: In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is made after the expiration of the above referenced date, FDOT shall have the right to immediately terminate this Agreement.

24.0 E-VERIFY: The Agency:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

(b) shall expressly require any 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.

25.0 NON-ASSIGNMENT: The Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

26.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

27.0 DUPLICATE ORIGINALS: This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

By:_____

Print Name:_____

Title:_____

Date:_____

Legal Review:

_____

See attached Encumbrance Form for date of funding approval by Comptroller

AGENCY

Board of County Commissioners
Escambia County, Florida

By:_____
Steven Barry, Chairman

Attest: Pam Childers,
Clerk of the Circuit Court

By:_____
Deputy Clerk

As approved by the Board on:

_____

Legal Review: _____
County Attorney

5/8/15

EXHIBIT "A"
SCOPE OF SERVICES
Financial Management Number: 437039-1-54-01

This project is for the design and construction of improvements on County Road 184 (Muscogee Road) and State Road 95 (US 29) in Escambia County. The project will provide improvements to the entrance of International Paper Company along County 184 (Muscogee Road) and State Road 95 (US 29).

County Road 184 (Muscogee Road) Improvements:
Resurfacing of approximately .75 miles from County Road 297A to State Road 95 (US 29). The resurfacing project will include:

- Drainage Improvements
- Mill & Resurfacing of Roadway (11' travel lanes)
- Reconfiguring and extension of turn lanes.

State Road 95 (US 29) Improvements:

- Extension of the southbound right turn lane onto Tree Road
- Intersection upgrades at Tree Road with the installation of signal controllers, video detection, and signal retiming.
- Intersection upgrades at Morris Avenue with the installation of signal controllers, video detection, and signal retiming.
- Intersection upgrades at Muscogee Road with the installation of signal controllers, video detection, and signal retiming.

EXHIBIT "B"
SCHEDULE OF FUNDING
Financial Management Number: 437039-1-54-01

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	STTF	2015	55.032	Economic Development Transportation Projects – Road Fund	$1,950,000	088865

Total Award	$1,950,000	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

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EXHIBIT "C"
NOTICE OF GRANT AWARD
Financial Management Number: 437039-1-54-01

EXHIBIT "D"
AGENCY RESOLUTION

EXHIBIT "E"

TERMS AND CONDITIONS OF CONSTRUCTION

1. The Agency is authorized, subject to the conditions set forth herein, to enter FDOT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "B"). The Project shall be constructed in accordance with construction plans and specifications to be approved by FDOT and consistent with the requirements of FDOT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by 8-4-3 of Standard Specifications for Road and Bridge Construction, 2014, and as amended from time to time) changes to the plans be required during construction of the Project, the Agency shall be required to notify FDOT of the changes and receive approval from FDOT prior to the changes being constructed. FDOT reserves the right to adjust the plans to meet the requirements of permits. The Agency shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name FDOT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of FDOT. The Agency shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The Agency shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The Agency shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of FDOT and the Agency shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Agency is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of FDOT; however, in such event, the Agency will comply with all terms and conditions of such permit in construction of the subject facilities.

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8. The Agency shall hire a FDOT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The Agency shall require the Agency's contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The Agency shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by FDOT. Provided, however, in the event of an emergency, the Agency shall immediately make any necessary changes and notify FDOT and the Engineer of Record after the modifications.

11. FDOT may request and shall be granted a conference with the Agency and at the Agency's option, the Agency's CEI firm, to discuss any part of the Project activities that FDOT determines to be inconsistent with the approved design plans and specifications. The Agency will monitor the corrective action and provide FDOT status reports at such intervals as are reasonable, based on the corrective action undertaken, and FDOT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if FDOT determines a condition exists which threatens the public's safety, FDOT may, at its discretion, issue an immediate stop work order.

12. The Agency shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The Agency is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the Agency shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal

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all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2014 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the Agency shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to FDOT in a manner acceptable to FDOT.

16. In the event contaminated soil is encountered by the Agency or anyone within FDOT's right of way, the Agency shall immediately cease work and notify FDOT. FDOT shall coordinate with the appropriate agencies and notify the Agency of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the Agency as of the date of this Agreement. Construction of the Project will not commence until FDOT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by FDOT's Right of Way Manager.

18. If applicable, the Agency shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for FDOT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

EXHIBIT "F"
NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID#_____

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20___.

By: _____

Name: _____

Title: _____

_____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

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By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit "G"

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 339.2821, FLORIDA STATUTES:

State Project: Economic Development Transportation Projects – Road Fund

State Awarding Agency: Florida Department of Transportation

Catalog of State Financial Assistance (CSFA) Number: 55-032

Grant Amount: $1,950,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Objectives of the Project: Alleviate transportation problems that adversely affect the decision of a specific company to locate or expand in the State of Florida.

Project Restrictions:

Eligibility for Economic Development Transportation Projects funding is limited to the direct cost of transportation projects that:

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6. Location of the project in an enterprise;
7. Location of the project in a spaceport territory;
8. Unemployment rate of the surrounding area; and
9. Poverty rate of the area.

Eligible Applicant:

An instrumentality of the state, or a county, municipality, district, authority, board, or commission, or an agency thereof, within whose jurisdiction the eligible transportation project is located.

Equipment and Real Property Management:

If the transportation project is constructed on a county or municipal system, the governing board must adopt a resolution accepting responsibility for maintenance and related costs when the transportation project is complete.

Reporting:

Governmental bodies that receive Economic Development Transportation Projects funding must:

1) Provide FDOT with quarterly progress reports that contain:
   - A narrative description of the work completed and whether the work is proceeding according to the transportation project schedule;
   - A description of each change order executed by the governmental body with prior written approval by FDOT, preceding the change orders;
   - A budget summary detailing planned expenditures compared to actual expenditures; and
   - The identity of each small, women-owned or minority business used as a contractor or subcontractor.

2) Maintain records in accordance with accepted governmental accounting principles and practices for:
   - Each progress payment made for work performed in connection with the transportation project;
   - Each change order executed by the governmental body, and;
   - Each payment made pursuant to a change order.

3) Provide FDOT with a financial audit of the governmental body conducted by an independent certified public accountant.

Sub-recipient Monitoring:

The construction or building site for each transportation project that receives Economic Development Transportation Projects funding will be monitored to ensure compliance with Section 339.2821, Florida Statutes, and contractual requirements, which includes but is not limited to the construction of the business facility.

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RESOLUTION NUMBER R2015-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (ON-SYSTEM) FOR THE DESIGN AND CONSTRUCTION OF TRANSPORTATION FACILITY IMPROVEMENTS ASSOCIATED WITH A NEW OR EXPANDING BUSINESS RESULTING IN 12 FULL-TIME PERMANENT JOBS; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as "FDOT") and Escambia County (hereinafter referred to as "County") have agreed to enter into an Economic Development Transportation Project Fund Agreement (On-System), Financial Management No. 437039-1-54-01 (hereinafter referred to as the "EPTPFA") on behalf of International Paper; and

WHEREAS, FDOT has determined that the transportation project is necessary to facilitate the economic development and growth of the State of Florida; and

WHEREAS, accordingly, FDOT has agreed under the EDTPFA to provide a grant in the amount of $1,950,000 toward the total cost of construction of the EDTPFA Project, as more fully described in the EDTPFA; and

WHEREAS, the County accepts future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County's system.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the State of Florida Department of Transportation Economic Development Transportation Project Fund Agreement (On-System) (EPTPFA) for the design and construction of transportation facility improvements associated with International Paper and resulting in 12 full time permanent positions.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the FDOT to implement the Project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the EPTPFA between the State of Florida Department of Transportation and Escambia County.

SECTION 5. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 5/21/15

Escambia County
Clerk's Original

CAM I-8 11/30/2017

SECOND AMENDMENT TO ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (ON-SYSTEM)

Financial Project No.: 437039-1-54-01
Contract No.: ART87
Catalog of State Financial Assistance No.: 55.032

This Second Amendment ("Amendment") to the Economic Development Transportation Project Fund Agreement dated June 12, 2015, ("Agreement"), as amended by the First Amendment dated June 20, 2016, is between the State of Florida, Department of Transportation ("FDOT"), and the Escambia County ("Agency"). FDOT and the Agency are sometimes referred to in this Amendment as a "Party" and collectively as the "Parties."

Date: 12/6/2017 Verified By:

RECITALS

A. The Parties entered into the Agreement for, among other things, the provision of $1,950,000.00 to the Agency relating to the design and construction of improvements on CR 184 (Muscogee Road) and SR 95 (US 29); and

B. The Parties desire to amend the Agreement as set forth below; and

C. The Agency, by Resolution No. R2017-134 dated November 30, 2017, a copy of which is attached to this Amendment, has authorized its officers to execute this Amendment on its behalf.

AMENDMENT

In consideration of the mutual covenants contained in this Amendment, the Parties agree as follows:

1. The recitals set forth above are true and correct and made a part of this Amendment.

2. Paragraph 2.0 of the Agreement is amended hereby by deleting the date "December 31, 2017" in the first sentence, and inserting "May 31, 2018" in lieu thereof.

3. Paragraph 3.0 of the Agreement is amended hereby by deleting the date "December 31, 2017" in the first sentence, and inserting "May 31, 2018" in lieu thereof.

4. This Amendment may be executed in duplicate originals.

5. This Amendment shall become effective upon full execution by the Parties.

6. Except as modified in this Amendment, the provisions, terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date(s) below.

AGENCY:

ESCAMBIA COUNTY B.O.C.C

Board of County Commissioners
Escambia County, Florida

Signature

Name: Jeff Bergosh
Title: Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

(SEAL)

Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

FDOT:

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By:

Printed Name: Jared Purdue, P.E.
Title: Director of Transportation Development

Date: 12-31-2017

Attest:
Executive Secretary (SEAL)

FDOT Legal Review:

Office of the General Counsel

Approved as to form and legal sufficiency.

By/Title:
Date: 10/31/17

Escambia County
Clerk's Original

11/30/2017 CAR I-8

RESOLUTION R2017-134

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT (ON-SYSTEM SPECIFIC APPROPRIATIONS) FOR THE CONSTRUCTION OF TRANSPORTATION FACILITY IMPROVEMENTS ON COUNTY ROAD 184 (MUSCOGEE ROAD) and STATE ROAD 95 (US 29); AUTHORIZING THE CHAIRMAN TO SIGN THE SECOND AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2015, the Florida Department of Transportation (hereinafter referred to as "Department") and Escambia County (hereinafter referred to as "County") previously entered into an Economic Development Transportation Project Fund Agreement, Financial Project No. 437039-1-54-01, whereby the Department agreed to provide County with financial assistance in the amount of $1,950,000 relating to the design and construction of transportation facility improvements on County Road 184 (Muscogee Road) and State Road 95 (US29) in Escambia County (hereinafter referred to as the "Project"); and

WHEREAS, on June 20, 2016, the parties entered into the First Amendment to the Economic Development Transportation Project Fund Agreement to eliminate work associated with the extension of the southbound right turn lane onto Tree Road as part of the State Road 95 (US 29) improvements; and

WHEREAS, the Department and County have determined it is in the best interest of both parties to extend the completion date of the Project from December 31, 2017 to May 31, 2018; and

WHEREAS, the provisions, terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby approves the Second Amendment to the Economic Development Transportation Project Fund Agreement (On-System).

SECTION 3. That the Board hereby authorizes the Chairman to sign the Second Amendment to the Economic Development Transportation Project Fund Agreement (On-System).

SECTION 4. That the Board hereby authorizes the Chairman to sign any other documents relating to time extensions subject to legal approval without further Board action.

SECTION 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 30th day of Nov. 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date Executed
12/5/2017

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/31/17

Date: 12/6/2017 Verified By: D. Allen

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14140 **County Administrator's Report 14. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
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.

FDEM Process states homeownercontracts the work to indicated specifications and covers contracted expenses. Homeowner submits contractor packet and information to BID for review, once approved packet is submitted to FDEM for final review/ approval to release funds back to homeowner and contractor completing the reimbursement process.

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-14076 **County Administrator's Report 14. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: SBA #100 - Sheriff's Off-Duty Officer Reimbursement, Insurance Proceeds, Auto Repairs, Investigative Costs, Misc. Fees and Auction Proceeds
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #100 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #100, General Fund (001) and Local Option Sales Tax III (LOST) Fund (352), in the amount of $141,311, to recognize the Sheriff's off-duty officer, investigative costs, insurance proceeds, auto repairs, firing range and miscellaneous reimbursements/fees ($42,231) and the proceeds from the sale/auction of older, high mileage vehicles that were purchased with LOST ($99,080) and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses and the LOST portion back into LOST Project 08SH0018 for future vehicle/equipment purchases.

BACKGROUND:

The Sheriff's Department has received off-duty officer, insurance proceeds, auto repairs, firing range, investigative costs and miscellaneous costs reimbursements/fees associated with providing law enforcement and services in Escambia County totaling $42,231 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs. The Sheriff also sold/auctioned 38 vehicles originally purchased with LOST totaling $99,080, funds will be placed back into the Sheriff's LOST allocation for future vehicles/equipment purchases.

BUDGETARY IMPACT:

This amendment will increase Fund 001 (General Fund) by $42,231 and Fund 352 (LOST III) by $99,080.

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 #100

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, insurance proceeds, auto repairs, investigation costs, firingrange and public records requests. The Sheriff has also received vehicle auction proceeds from the sale of older, high mileage vehicles in the Sheriff's vehicle fleet. These funds must now be 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:

Fund Name	Fund Number
Local Option Sales Tax III Fund	352
General Fund	001

Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	001	369939	$13,306
Insurance Proceeds	001	369008	$13,995
Investigative Costs	001	341525	39
Firing Range	001	347532	10
Miscellaneous Sheriff Fees	001	369939	14,881
Sale of Equipment	352	364002	99,080
Total			**$141,311**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expenses	001/540101	59703	$42,231
Machinery & Equipment	352/540115	56401/08SH0018	99,080
Total			**$141,311**

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: 2018.04.27 14:39:59 -05'00'

OMB Approved

Supplemental Budget Amendment
#100

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14112 **County Administrator's Report 14. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Supplemental Budget Amendment #103 - Defense Infrastructure Grant (DIG 15-09)
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #103 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #103, Other Grants and Projects Fund (110), in the amount of $200,000, to recognize proceeds from Enterprise Florida, and to appropriate these funds for the Airfield Influence Planning Districts (AIPDs) Density Reduction. This project will continue to facilitate the retention of local military installations, specifically Naval Air Station (NAS) Pensacola, by mitigating incompatible land uses through land acquisition. No matching funds are required.

BACKGROUND:

On June 25, 2015 the Board approved the Defense Infrastructure Grant Agreement (DIG 15-09) with Enterprise Florida, Inc. This Grant is to provide funding to purchase property thereby reducing density within the AIPDs I and II. This project will continue to facilitate the retention of local military installations, specifically Naval Air Station (NAS) Pensacola, by mitigating incompatible land uses through land acquisition. This Grant wasn't recognized in FY 14/15 in error and now needs to move forward to continue the project.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $200,000. No matching funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 103

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 was awarded a grant from Enterprise Florida, Inc. for the Defense Infrastructure Grant (DIG 15-09), and these funds must be recognized and appropriated 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:

Other Grants and Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Density Reduction PNS-NAS	110	334220	200,000
Total			$200,000

Appropriations Title	Cost Center	Account Code/ Project Number	Amount
Land	110/221006	56101	200,000
Total			$200,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.05.03 15:37:33 -05'00'

OMB Approved

Supplemental Budget Amendment
103

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14119 **County Administrator's Report 14. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: SBA # 108 - Recognize Funds from the Federally-Funded Subaward and Grant Agreement (FAIN EMA-2016-FM-E001)
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #108 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #108, Disaster Recovery Fund (112), in the amount of $1,181,252, to recognize the two State of Florida, Division of Emergency Management Flood Mitigation Assistance Grant Program (FMA) Projects funds, for Acquisition & Demolition of the properties of Ketcham, Loggins and Cames and to retrofit the three single family residences of Watson, Konz and Hamilton and to reduce and/or mitigate the damage that might otherwise occur from flooding, severe weather, or other hazards.

BACKGROUND:

Escambia County is "The Sub-Recipient" of Federally-Funded Subaward and Grant Agreement (FAIN EMA-2016-FM-E001), as documented in two Flood Mitigation Assistance Grant Program (FMA) projects, as defined in FMA-PJ-04-FL-2015-019 and FMA-PJ-04-FL-2015-020. As the Sub-Recipient, Escambia County agreed to administrate and complete the project per the Subaward and Grant Agreements with The State of Florida, Division of Emergency Management under agreement # 18FM-S3-01-27-01-___ and agreement # 18FM-S7-01-27-01-___, dated July 26, 2017.

The Scope of Work for FMA-PJ-04-FL-2015-019, as approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency (FEMA), is funded as follows: Federal Share $721,487 and Local Share $80,165, totaling $801,652 and is to acquire / demolish three single family

residencies of Ketcham (Federal $175,806 / Non-Federal $19,534), Loggins (Federal $402,026 / Non-Federal $14,670) and Carnes (Federal $143,655 / Non-Federal $15,962) (including vacant lot). The lands shall be converted to open space and deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The Scope of Work for FMA-PJ-04-FL-2015-020, as approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency (FEMA), is funded as follows: Federal Share $459,764 and Local Share $34,937, totaling $494,701 to retrofit the single family residencies of Watson ($144,350), Konz ($157,556) and Hamilton ($157,858). The non-federal costs are as follows: Watson ($0), Konz ($17,452) and Hamilton ($17,485).

As a Flood Mitigation Assistance Grant Program (FMA) project, the Sub-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.

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.

FDEM Process states homeownercontracts the work to indicated specifications and covers contracted expenses. Homeowner submits contractor packet and information to BID for review, once approved packet is submitted to FDEM for final review/ approval to release funds back to homeowner and contractor completing the reimbursement process.

BUDGETARY IMPACT:

This amendment will increase Fund 112 (Disaster Recovery Fund) by $1,181,252.

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 #108

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 acquire the Ketcham, Loggins, and Cames properties to be converted to open space and deed restricted land under FMA-PJ-04-FL-2015-019, and the Watson, Konz and Hamilton properties to retrofit and facilitate property under FMA-PJ-04-FL-2015-020 and the County 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	$721,487
FEMA Reimbursement	112	331203	$459,764
Total			$1,181,252

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Ketcham / 5014 Shoshone Dr.			
Professional Services (Pre/Post Construction)	112/ 250123(new)	53101	$2,406
Professional Services (Demolition / Removal)	112/ 250123(new)	53101	$13,500
Land/Acquisition of Property	112/ 250123(new)	56101	$148,449
Other Current Charges (Subapplicant Mgmt. Cost)	112/ 250123(new)	54901	$11,452
Loggins / 5430 North Shore Rd.			
Professional Services (Pre/Post Construction)	112/ 250123(new)	53101	$4,267
Professional Services (Demolition / Removal)	112/ 250123(new)	53101	$34,470
Land/Acquisition of Property	112/ 250123(new)	56101	$351,837
Other Current Charges (Subapplicant Mgmt. Cost)	112/ 250123(new)	54901	$11,452
Cames / 7672 & 7674 Old Hickory Rd.			
Professional Services (Pre/Post Construction)	112/ 250123(new)	53101	$2,183
Professional Services (Demolition / Removal)	112/ 250123(new)	53101	$13,500
Land/Acquisition of Property	112/ 250123(new)	56101	$116,519
Other Current Charges (Subapplicant Mgmt. Cost)	112/ 250123(new)	54901	$11,452
Watson / 739 Carondelay Dr.			
Professional Services (Construction)	112/ 250124 (new)	53101	$131,500
Professional Services (Pre/Post Construction)	112/ 250124 (new)	53101	$500
Other Contractual Services (Homeowner Displacement)	112/ 250124 (new)	53401	$5,477
Other Current Charges (Subapplicant Mgmt. Cost)	112/ 250124 (new)	54901	$6,874

Konz / 5811 Red Cedar St.			
Professional Services (Construction)	112/ 250124 (new)	53101	$143,959
Professional Services (Pre/Post Construction)	112/ 250124 (new)	53101	$450
Other Contractual Services (Homeowner Displacement)	112/ 250124 (new)	53401	$5,647
Other Current Charges (Subapplicant Mgmt. Cost)	112/ 250124 (new)	54901	$7,500
Hamilton / 16650 Innerarity Point Rd.			
Professional Services (Construction)	112/ 250124 (new)	53101	$144,049
Professional Services (Pre/Post Construction)	112/ 250124 (new)	53101	$450
Other Contractual Services (Homeowner Displacement)	112/ 250124 (new)	53401	$5,844
Other Current Charges (Subapplicant Mgmt. Cost)	112/ 250124 (new)	54901	$7,515
Total			$1,181,252

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Deputy Clerk

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.05.04 10:15:00 -05'00'

OMB Approved

Supplemental Budget Amendment
108

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14123 **County Administrator's Report 14. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Supplemental Budget Amendment #109 - Ex-Oriskany PCB Artificial Reef Monitoring
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #109 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #109, Other Grants and Projects Fund (110), in the amount of $25,500 to recognize additional Grant proceeds for Grant Agreements 15104 & 13225 from the Florida Fish and Wildlife Conservation Commission (FWC) for the Ex-Oriskany PCB Artificial Reef Monitoring Project. These Grant funds will be used for contaminant testing and fish tissue sampling activities at the Ex-Oriskany reef site.

BACKGROUND:

On January 18, 2018, the Board approved an amendment to agreement 15104 with the FWC for the Ex-Oriskany PCB Artificial Reef Monitoring Project. This amendment will increase the Grant from $90,000 to $105,750; increase the number of samples to be analyzed from 120 up to 141 fish; and extend the expiration date from December 31, 2018 to December 31, 2019.

On January 12, 2018, the BCC received received a reimbursement from FWC on Grant Agreement 13225 in the amount of $9,750. This was for samples taken at the Ex-Oriskany site on July 14, 2016 that had not been reimbursed previously.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of $25,500.

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# 109

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 was awarded additional grant funds from the Florida Fish and Wildlife Conservation Commission (FWC) for Ex-Oriskany PCB Artificial Reef Monitoring, and these revenues 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:

Other Grants and Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Oriskany PCB Monitoring	110	334326	25,500
Total			**$25,500**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	110/220338	53101	18,500
Other Contractual Services	110/220338	53401	7,000
Total			**$25,500**

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: 2018.05.03 15:36:03 -05'00'

OMB Approved

Supplemental Budget Amendment
109

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14146 **County Administrator's Report 14. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Supplemental Budget Amendment #111 - District 1 Medical Examiner Opioid Examiniation Funds
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #111 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action:

A. Adopt the Resolution approving Supplemental Budget Amendment #111, Other Grants and Projects Fund (110) in the amount of $6,792, to recognize direct supplemental funding from the State of Florida Department of Health Division of Emergency Preparedness & Community Support, and to appropriate these funds for the Florida Enhanced State Opioid-Involved Overdose Surveillance (FL-ESOOS) Program. The District 1 Medical Examiner will be responsible for providing increased comprehensive and specialized toxicology testing and reporting their findings back to the Florida Department of Health. The State will reimburse the County for the testing provided through the Medical Examiner's Office; and

B. Approve the issuance of the necessary Purchase Order to the District 1 Medical Examiner's Office based upon the attached Scope of Work (SOW) provided by the Florida Department of Health.

BACKGROUND:

The Department of Health is seeking to build an enhanced surveillance system and supporting infrastructure that will allow a collaborative and targeted response to address the growing challenge presented by opiate-based drugs, through the timely dissemination of surveillance data to key stakeholders working to prevent or respond to opioid-involved overdoses. The **core grant** will support resources

necessary to 1) leverage Florida's existing incident-level Emergency Medical Services (EMS) data collection system to calculate selected indicators (any-drug and any-opioid); 2) collect, abstract, and input fatal opioid-involved overdose data from Florida's Vital Statistics Death Certificates and Medical Examiners' reports (for target counties) into the CDC's National Violent Death Registry System (NVDRS) - State Unintentional Drug Overdose Reporting System (SUDORS) module; and 3) develop and implement dissemination strategies to communicate surveillance data, and associated analyses and reports, to key stakeholders at state and local levels. The **grant supplement** will support participating Medical Examiner districts that need supplemental funds to 1) perform comprehensive toxicology testing for all suspected opioid-involved overdose deaths; and 2) increase performance of specialized toxicology testing to identify specific fentanyl analogs and other specific synthetic opioids (as needed) in suspected opioid-involved overdose deaths.

This funding is a direct allocation to Escambia County and does not require executed agreements due to the timeline involved. The State wishes to expedite the opioid testing activities for reporting purposes. The SOW begins on April 1, 2018 or on the date the order is issued (whichever is later) and end at midnight on August 31, 2018.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of $6,792.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Increases and decreases in funding must be approved by the Board.

IMPLEMENTATION/COORDINATION:

This project will be coordinated with the District 1 Medical Examiner's Office.

Attachments

SBA#111
State Distribution Info Package
District 1 Medical Examiner Scope of Work

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 received a direct allocation of funding from the Florida Department of Health and Division of Emergency Preparedness & Community Support for enhanced State Opioid-Involved Overdose Surveillance, and these revenues 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:

Other Grants and Projects	110
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
State Opioid-Involved Overdose Surveillance Grant	110	3346xx (New)	6,792
Total			**$6,792**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Aids to Governmental Agencies	110/410202 (New)	58101	6,792
Total			**$6,792**

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: 2018.05.04 16:26:33 -05'00'

OMB Approved

Supplemental Budget Amendment
111

Florida Enhanced State Opioid Overdose Surveillance (FL-ESOOS) Program

MEDICAL EXAMINER INFORMATION PACKAGE

National Program

In 2016, the Centers for Disease Control and Prevention (CDC) established the Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality program (aka ESOOS), which seeks to enable states to develop and adapt surveillance systems to address the rising rate of overdoses attributable to opioids, including a specific focus on heroin and synthetic opioids such as illicitly manufactured fentanyl, by providing more timely and comprehensive data on fatal and non-fatal opioid overdoses and risk factors associated with fatal overdoses. Twelve states were funded in the program's first round of implementation in 2016.[1] In 2017, the CDC funded an additional 20 states, plus the District of Columbia (D.C.).[2] This is an important and timely effort, which will directly support President Trump's recent declaration of a Nationwide Public Health Emergency to address the opioids crisis.

The Opioid Epidemic in Florida

Data from the Florida Department of Health's (Department) Bureau of Vital Statistics indicates Florida had 2,175 unintentional and undetermined drug overdose (UUDO) deaths in 2014, 2,805 UUDOs in 2015 (a 29% increase), and 4,672 UUDOs in 2016 (a 67% increase). Florida's Statewide Drug Policy Advisory Council (DPAC) 2016 Annual Report states that "Since 2000, the rate of deaths from drug overdoses has increased 137 percent, including a 200 percent increase in the rate of overdose deaths involving opioids (opioid pain relievers and heroin). The observed progress in some prescription drug-related outcomes is a positive development in Florida, but new challenges have emerged. There has been a substantial increase in deaths associated with fentanyl and heroin-related drug use." [3]

Florida has passed two laws considered important policy tools in the fight against opioid abuse and misuse; the Prescription Drug Monitoring Program (PDMP), section 893.055, Florida Statutes (F.S.), and the Pill Mill Law on Opioid Prescribing and Utilization, section 458.3265, F.S. However, despite the success of the PDMP and increased regulation of opioid prescriptions, the Department recognizes the increasing rate of opioid-involved drug overdose deaths as a growing public health issue. In Spring 2017, Florida's Governor issued an executive order regarding, and the State Surgeon General issued a declaration of, a statewide public health emergency for the opioid epidemic. Additionally, the Florida Legislature passed House Bill 249 (required controlled substance overdose reporting) during its 2017 session.

Core Grant Overview

In Florida, data relevant to opioid-involved overdoses is available, but not collected in a manner or system that allows for proactive and impactful public health response. The Department's Bureau of Emergency Medical Oversight seeks to build a system and infrastructure that will allow a collaborative and targeted

[1] Kentucky, Maine, Massachusetts, Missouri, New Hampshire, New Mexico, Ohio, Oklahoma, Pennsylvania, Rhode Island, West Virginia, and Wisconsin.

[2] Alaska, California, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Louisiana, Maryland, Michigan, Minnesota, Nevada, New Jersey, North Carolina, Tennessee, Utah, Vermont, Virginia, and Washington.

[3] Florida Department of Health (2016, December 1). *Statewide Drug Policy Advisory Council 2016 Annual Report*. Retrieved from Florida Health: http://www.floridahealth.gov/provider-and-partner-resources/dpac/DPAC-Annual-Report-2016-FINAL.pdf.

response to address the growing challenge presented by opiate-based drugs through the timely dissemination of surveillance data to stakeholders who develop and implement strategic initiatives that will positively impact the community at risk.

The FL-ESOOS program will execute the core grant's three strategies:

- **Strategy 1 → Increase the timeliness of aggregate non-fatal opioid overdose reporting**
  - Utilizing Florida's Emergency Medical Services Tracking and Reporting System (EMSTARS)[4], produce state and county quarterly reports on emergency medical services (EMS) responses to suspected overdoses involving any-drug and any-opioid within three (3) months of the overdose.
  - EMSTARS receives records from 194 licensed EMS agencies, which is 70% of Florida's total, and contained just over 3.23 million incident-patient records in 2016, representing ~90% of the total number of pre-hospital EMS runs in Florida.
  - The dates of non-fatal opioid-involved overdoses to be included in reporting will range from October 1, 2017 through May 31, 2019; the Department will submit its first quarterly report to the CDC by April 2018.

- **Strategy 2 → Increase the timeliness of aggregate fatal opioid overdose and associated risk factor reporting**
  - Abstract standardized case-level data from the death certificate (DC)[5] and medical examiner/coroner (ME/C) reports on fatal opioid-involved overdoses within eight (8) months of death using the CDC's National Violent Death Reporting System (NVDRS) platform – State Unintentional Drug Overdose Reporting System (SUDORS) module.
  - Data will be extracted on a subset of counties whose residents account for a minimum of 75% of unintentional and undetermined overdose (UUDO) deaths in the state (required CDC minimum).
  - The Department is targeting 14 Medical Examiner (ME) districts covering 29 counties that account for approximately 82% of all 2015 UUDO's, based on 2015 death data from the CDC's WONDER database. (**Appendix A**)
  - The dates of fatal opioid-involved overdoses to be included in reporting will range from July 1, 2017 through December 31, 2018; the Department will submit its first semi-annual report to the CDC by December 2018.

- **Strategy 3 → Disseminate surveillance findings to key stakeholders working to prevent or respond to opioid overdoses (inclusive of sharing data with the CDC to support improved multi-state surveillance of, and response to, opioid-involved overdoses)**

Supplemental Grant Overview

Many of Florida's MEs have carved out budget dollars to help facilitate their ability to request comprehensive and specialized toxicology testing. As such, the Department seeks to assist the MEs, by providing them with access to supplemental financial resources (should they not have an adequate level

[4] An existing Department system to which incident-level, pre-hospital EMS data is reported monthly.

[5] The Bureau of Emergency Medical Oversight has an existing relationship – developed through previous projects – and a data use agreement in place with the Bureau of Vital Statistics for DC data.

of local funding), to 1) increase the frequency of comprehensive toxicology testing performed for **ALL** suspected opioid-involved overdose deaths, and / or 2) increase the frequency of specialized toxicology testing to identify specific fentanyl analogs and other specific synthetic opioids (when needed) in suspected opioid-involved overdose deaths.

Should a given ME district have an adequate level of local funding for conducting comprehensive toxicology testing for all suspected opioid-involved overdose deaths, and for conducting specialized toxicology testing to identify specific fentanyl analogs and other specific synthetic opioids (when needed) in suspected opioid-involved overdose deaths, the Department will accept concept proposals from the ME district for an alternative way to use the funding to enhance the timeliness and quality of ME investigations of suspected opioid-involved overdose deaths. All concept proposals will be submitted to the CDC for review and approval/denial.

Funding

For the core ESOOS program, Florida was awarded $493,571 for the budget period of September 1, 2017 – August 31, 2018. For the ESOOS program supplement, Florida was awarded $197,428 for the budget period of September 1, 2017 – August 31, 2018.

FL-ESOOS Program Contacts

Bureau of Emergency Medical Oversight (BEMO)			
Leah Colston	Bureau Chief	FLESOOS@flhealth.gov	(850) 245-4693
Joshua Sturms	Administrator – Health Information and Policy Analysis Section (HIPAS)	FLESOOS@flhealth.gov	(850) 558-9549
Dr. Karen Card (Principal Investigator)	Epidemiologist, Reporting & Analysis Unit Manager	FLESOOS@flhealth.gov	(850) 558-9506
Connie Clark (Program Manager)	IT Business Consultant – HIPAS	FLESOOS@flhealth.gov	(850) 558-9509

Medical Examiner District Partnerships

To execute Strategy 2 of the core grant, the Department is seeking to establish formal, collaborative partnerships with each of the targeted 14 ME Districts, which cover the state's 29 counties that account for approximately 82% of all 2015 UUDO's. The Department will seek to formally add additional counties (and associated ME Districts) to the program during Grant Year 2; however, any county (and associated ME district) outside of the target area that is interested in participating ahead of this timeframe will be incorporated into the program.

Request to Targeted ME Districts – Core Grant

- The Department will use its Vital Statistics' DC data for identifying – monthly – a list of decedents that meet the CDC's case definition (**Appendix B**) for suspected opioid-involved overdose deaths, within the targeted subset of counties (and associated target ME districts).
- The Department will use this list to generate specific requests –monthly – to the in-scope ME districts.

- The ME districts will be asked to provide **COPIES** – for all suspected opioid-involved deaths – of associated ME reports (e.g. autopsy, toxicology, investigator, etc.) that are available and able to be distributed from the respective ME district office.
  - It is understood that each ME district will differ in terms of what reports it can provide to the Department.
  - It is understood that not all ME Districts have ME Investigators, and as such not all ME districts will have those associated reports.
  - It is understood that any case that is under an active / open investigation with Law Enforcement will not be available to the Department until it is closed.
  - It is understood that some ME districts may require the utilization of a public records request to provide the requested report copies to the Department.
  - The Department will work with each ME district to fully document what reports are available from each ME district, based on the data elements required by the CDC, as well as how each ME district will be able to provide the reports (e.g. via a MOU/MOA, public records request, etc.) – the goal is to limit the need for any unnecessary follow-ups with the ME district by the Department when the monthly requests are made, which is understood to be highly preferable to due ME district workloads and competing priorities.
- The Department has developed multiple alternatives for ME districts to provide report copies.
  - **Electronic Copy [Preferred Method]**
    - The in-scope ME offices will be provided with access to a Secure FTP site for uploading report copies to the Department.
  - **Hard Copy**
    - The in-scope ME offices will be provided with pre-addressed, postage-paid envelopes to enable them to quickly drop the report copies in the mail to the Department, with no cost to the respective ME office.
    - To cover the cost of paper and ink, as well as labor, for making copies of the required reports for the Department, ME offices will be provided financial compensation (reimbursement) of $0.50 per page.
  - **On-Site Abstraction**
    - The Department has budgeted travel costs to enable its Abstractors to travel (as needed / desired) to the ME district offices and perform on-site record abstraction.

- The Department will hire two (2) full-time, qualified, Other Professional Services (OPS) positions to perform **ALL** data abstraction from both the DC and ME reports -- for the available risk factor, toxicology, and other CDC-requested data elements -- and perform entry into the NVDRS SUDORS module.
  - The Abstractors will look for trends in these source documents to help improve data collection.
  - Feedback will be provided to help improve standardization and quality of the source documents.
- The ME districts will be provided with access to all surveillance findings, analyses, reports, dashboards, etc. that are produced by the Department.
- Please reference the included **"Fatal Opioid-Involved Overdose Process Flow"** diagram for a visual depiction of the Department's request to the ME districts.

Request to Targeted ME Districts – Supplement Grant

- ❖ The Department is proposing a direct distribution of all supplement funds -- via a contractual mechanism -- to be made to the individual, targeted ME districts that are in need.
- ❖ The Department will execute contractual agreements with those targeted ME districts who are in need, as the mechanism for distribution of all supplemental funds.
  - ➢ The total amount will be divided based on the proportional number of suspected opioid-involved overdose cases that each of the target ME districts has, relative to the total number of suspected opioid-involved overdose cases (**Appendix C**).
- ME districts will be requested – as a contract provision and deliverable – to provide information to the Department regarding:
  - The ME data system and a list of variables / data elements collected.
  - Name and other specifics of the toxicology testing laboratory used.
  - Initial (to create a baseline) and semi-annual (to track progress) data on the percentage of suspected opioid-involved overdoses that receive a comprehensive toxicology test and/or that receive a specialized toxicology test.
- ME Districts will be requested to submit to the Department:
  - An annual statement / letter of attestation that supplemental grant monies provided have been used only for conducting comprehensive and specialized toxicology testing for suspected opioid-involved overdoses.
  - A summary of dollars spent on comprehensive and specialized toxicology tests for suspected opioid-involved overdoses (in comparison to total grant dollars made available).

APPENDIX A – TARGET MEDICAL EXAMINER DISTRICTS

In-Scope ME Districts	District ME	Counties Covered	Covered By (ME District)?	Also Covers (ME District)?	Additional Counties Covered?
1	Andrea N. Minyard, M.D.	Escambia Okaloosa Santa Rosa Walton	N/A	N/A	N/A
4	Valerie J. Rao, M.D.	Clay Duval Nassau	N/A	3	Columbia Hamilton
6	Jon R. Thogmartin, M.D.	Pasco Pinellas	N/A	N/A	N/A
7	Marie A. Herrmann, M.D.	Volusia	N/A	24	N/A
9	Joshua D. Stephany, M.D.	Orange	N/A	25	Osceola
10	Stephen J. Nelson, M.A., M.D., F.C.A.P.	Hardee Highlands Polk	N/A	N/A	N/A
11	Emma O. Lew, M.D.	Miami-Dade	N/A	N/A	N/A
12	Russell S. Vega, M.D.	DeSoto Manatee Sarasota	N/A	N/A	N/A
13	Mary K. Mainland, M.D.	Hillsborough	N/A	N/A	N/A
15	Michael D. Bell, M.D.	Palm Beach	N/A	N/A	N/A
17	Craig Mallak, M.D.	Broward	N/A	N/A	N/A
18	Sajid S. Qaiser, M.D.	Brevard	N/A	N/A	N/A
21	Rebecca A. Hamilton, M.D.	Glades Hendry Lee	N/A	N/A	N/A
24	Marie A. Herrmann, M.D.	Seminole	7	N/A	N/A

Florida Enhanced State Opioid Overdose Surveillance (FL-ESOOS) Program

The 16 counties that comprise just over 75% (76.70%) of the core grant required UUDO's, are part of 14 different ME districts. Given that the targeted ME districts often cover more than one county, this then provides an additional 13 counties for which data would be collected, bringing the total count to 29 and comprising just over 82% (82.10%) of the UUDO's.

2015 UUDO Data - CDC WONDER Database

	#	County	Deaths	Population	Crude Rate	% of Total Deaths (UUDOs)	ME District	Covered By
In-Scope ME Districts & Core Counties	1	Palm Beach County, FL	265	1,422,789	18.6	9.50%	15	
	2	Broward County, FL	253	1,896,425	13.3	9.10%	17	
	3	Orange County, FL	173	1,288,126	13.4	6.20%	9	
	4	Miami-Dade County, FL	170	2,693,117	6.3	6.10%	11	
	5	Pinellas County, FL	161	949,827	17	5.80%	6	
	6	Hillsborough County, FL	156	1,349,050	11.6	5.60%	13	
	7	Duval County, FL	146	913,010	16	5.30%	4	
	8	Manatee County, FL	137	363,369	37.7	4.90%	12	
	9	Brevard County, FL	132	568,088	23.2	4.70%	18	
	10	Pasco County, FL	95	497,909	19.1	3.40%	6	
	11	Lee County, FL	90	701,982	12.8	3.20%	21	
	12	Polk County, FL	86	650,092	13.2	3.10%	10	
	13	Volusia County, FL	84	517,887	16.2	3.00%	7	
	14	Sarasota County, FL	83	405,549	20.5	3.00%	12	
	15	Seminole County, FL	54	449,144	12	1.90%	24	7
	16	Escambia County, FL	52	311,003	16.7	1.90%	1	
	#	County	Deaths	Population	Crude Rate	% of Total Deaths (UUDOs)	ME District	Covered By
Extra Counties Covered by In-Scope ME Districts	17	Clay County, FL	41	203,967	20.1	1.50%	4	
	18	Okaloosa County, FL	39	198,664	19.6	1.40%	1	
	19	Osceola County, FL	37	323,993	11.4	1.30%	25	**9**
	20	Santa Rosa County, FL	23	167,040	13.8	0.80%	1	
	21	Columbia County, FL	10	68,348	Unreliable	0.40%	3	**4**
	22	Walton County, FL	Suppressed	63,508	Suppressed	Suppressed	1	
	23	Hamilton County, FL	Suppressed	14,295	Suppressed	Suppressed	3	**4**
	24	Nassau County, FL	Suppressed	78,444	Suppressed	Suppressed	4	
	25	Hardee County, FL	Suppressed	27,502	Suppressed	Suppressed	10	
	26	Highlands County, FL	Suppressed	99,491	Suppressed	Suppressed	10	
	27	DeSoto County, FL	Suppressed	35,458	Suppressed	Suppressed	12	
	28	Glades County, FL	Suppressed	13,670	Suppressed	Suppressed	21	
	29	Hendry County, FL	Suppressed	39,119	Suppressed	Suppressed	21	

BOLD = In-Scope ME District

APPENDIX B - CDC CASE DEFINITION FOR OPIOID-INVOLVED DEATHS

- Opioid-involved deaths are drug poisoning deaths where the ME/C report indicates that an opioid contributed to the death. Opioids are any drug contributing to death that would be captured by the following *International Classification of Disease, Tenth Revision* (ICD-10) classification coding scheme:
  - ICD-10 underlying cause-of-death codes on the death certificate are X40–44 (unintentional) or Y10–Y14 (undetermined intent) AND any of the ICD-10 codes T40.0, T40.1, T40.2, T40.3, T40.4, or T40.6 are indicated in the multiple cause-of-death codes.

- Because awardees are collecting data from DC and ME/C reports, examples of drug overdoses considered opioid-involved and not opioid-involved are provided below.

  - Meets fatal opioid-involved overdose case definition
    - The ME/C report indicates that a pharmaceutical opioid (e.g., oxycodone) or heroin contributed to the death, but the DC multiple cause-of-death code does not list any of the following ICD-10 codes, T40.0, T40.1, T40.2, T40.3, T40.4, or T40.6, in the multiple cause-of-death codes.
    - The ME/C report does not indicate that a pharmaceutical opioid (e.g., oxycodone) or heroin contributed to the death, but the ICD-10 underlying cause of death code on the DC is one of the following, X40–44 (unintentional) or Y10–Y14 (undetermined intent) AND any of the following ICD-10 codes, T40.0, T40.1, T40.2, T40.3, T40.4, or T40.6, are indicated in the DC multiple cause-of-death codes.
    - The ME/C report indicates that a pharmaceutical opioid (e.g., oxycodone) or heroin contributed to the death AND the ICD-10 underlying cause of death code on the DC is one of the following, X40–44 (unintentional) or Y10–Y14 (undetermined intent) AND any of the following ICD-10 codes, T40.0, T40.1, T40.2, T40.3, T40.4, or T40.6, are indicated in the DC multiple cause-of-death codes.

  - Does not meet the fatal opioid-involved overdose case definition
    - The ME/C report indicates that a pharmaceutical opioid (e.g., oxycodone) or heroin was detected by toxicology but did not contribute to the death AND the DC multiple cause-of-death code does not list any of the following ICD-10 codes, T40.0, T40.1, T40.2, T40.3, T40.4, or T40.6, in the multiple cause-of-death codes.

It is understood that the CDC case definition may not match (exactly) how Florida defines an opioid-involved death.

APPENDIX C – TARGET MEDICAL EXAMINER DISTRICT SUPPLEMENT FUNDING

2016 Opioid-Involved Deaths (OIDs)* - Target ME Districts (MEDs)
(*Source* : Bureau of Vital Statistics - Death Certificates)

In-Scope MEDs	District ME	Counties Covered	Covered By (MED)?	Also Covers (MED)?	Additional Counties Covered?	MED OID Count	% of MED OID Count Total	Available Supplement Funding	Estimated Monthly OID Case Average
1	Andrea N. Minyard, M.D.	Escambia Okaloosa Santa Rosa Walton	N/A	N/A	N/A	85	3.44%	$ 6,791.33	7
4	Valerie J. Rao, M.D.	Clay Duval Nassau	N/A	3	Columbia Hamilton	402	16.27%	$ 32,119.00	34
6	Jon R. Thogmartin, M.D.	Pasco Pinellas	N/A	N/A	N/A	140	5.67%	$ 11,185.72	12
7**	Marie A. Herrmann, M.D.	Volusia	N/A	24	N/A	75	3.04%	$ 5,992.35	6
9	Joshua D. Stephany, M.D.	Orange	N/A	25	Osceola	234	9.47%	$ 18,696.14	20
10	Stephen J. Nelson, M.A., M.D., F.C.A.P.	Hardee Highlands Polk	N/A	N/A	N/A	27	1.09%	$ 2,157.25	2
11	Emma O. Lew, M.D.	Miami-Dade	N/A	N/A	N/A	305	12.34%	$ 24,368.90	25
12	Russell S. Vega, M.D.	DeSoto Manatee Sarasota	N/A	N/A	N/A	212	8.58%	$ 16,938.38	18
13	Mary K. Mainland, M.D.	Hillsborough	N/A	N/A	N/A	150	6.07%	$ 11,984.70	13
15	Michael D. Bell, M.D.	Palm Beach	N/A	N/A	N/A	367	14.85%	$ 29,322.57	31
17	Craig Mallak, M.D.	Broward	N/A	N/A	N/A	266	10.76%	$ 21,252.87	22
18	Sajid S. Qaiser, M.D.	Brevard	N/A	N/A	N/A	46	1.86%	$ 3,675.31	4
21	Rebecca A. Hamilton, M.D.	Glades Hendry Lee	N/A	N/A	N/A	110	4.45%	$ 8,788.78	9
24**	Marie A. Herrmann, M.D.	Seminole	7	N/A	N/A	52	2.10%	$ 4,154.70	4
						2,471	**100.00%**	**$197,428.00**	**206**

*Where death occurred in Florida and the Medical Examiner/Coroner was called to determine cause of death.

**MEDs 7 & 24 have a combined 2016 OID count of 127 (or 5.14% of the MED OID Count Total), making them eligible for a combined $10,147.50 in Supplement funding. Together, they have an estimated monthly OID Case Average of 10.

NOTE: The 29 counties comprised within these 14 MEDs account for 89.11% of **ALL** opioid-involved overdoses in the state of Florida (total 2016 count of opioid -involved overdoses for Florida is 2,773)

STAMP OF APPROVAL by Purchasing Office
[4/6/2018]
[1:31 PM]
[OLYN LONG]

Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW17-147

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1. **PURPOSE:**

1.1. This statement of work is for providing comprehensive primary, comprehensive enhanced, and specialized toxicology testing services, over and above normal operating levels, for all suspected opioid-involved overdose deaths within Florida's Medical Examiner District 1 to provide pertinent surveillance data to inform response and prevention efforts specific to the opioid crisis. Contractor will provide these services to the Florida Department of Health.

2. **TERM:**

2.1. The term of this scope of work will begin on April 1, 2018 or on the date which the order is issued, whichever is later. It will end at midnight, Eastern Time, on August 31, 2018. The state of Florida's performance and obligation to pay under this purchase order and any subsequent renewal is contingent upon annual appropriation by the Legislature and satisfactory performance of the Contractor.

3. **LOCATION OF WORK:**

3.1. The work site for this scope of work is the following locations:

Location Name:	Address:
District 1 Medical Examiner's Office	5151 North 9th Avenue Pensacola, FL 32504

4. **CONTRACTOR QUALIFICATIONS:**

4.1. Contractor must possess, at minimum, the following qualifications:

4.1.1. Hold the position of District Medical Examiner, as a practicing physician in pathology and as appointed by the Governor to his/her respective medical examiner district, as set forth in Section 406.06 (1) (a), Florida Statutes.

5. **CONTRACTOR RESPONSIBILITIES:**

To satisfy the requirements of the Centers for Disease Control and Prevention's (CDC) Enhanced State Opioid-Involved Overdose Surveillance (ESOOS) program, the Department requires receipt of comprehensive and specialized toxicology testing data from the state's Medical Examiner Districts to support fatal overdose surveillance, in accordance with CDC guidance. Provision for the examination and investigation of opioid-involved overdose deaths falls under the authority of the state's Medical Examiners and their associated Districts, as defined by Chapter 406 of the Florida Statutes.

5.1. **SERVICE TASKS:**

5.1.1. Contractor will perform the following tasks in the time and manner specified:

5.1.1.1. Report the following toxicology testing services and data to the Department:

5.1.1.1.1. Provide a one-time Medical Examiner Office toxicology testing profile, as well as baseline data for suspected opioid-involved overdoses, to the Department by completing **Attachment A – Medical Examiner Office Toxicology Testing**

Profile and Baseline Data Information Sheet according to its instructions and submit to the Department within 10 business days of the date the Purchase Order is issued.

5.1.1.1.2. Upon the completion of Task 5.1.1.1.1, provide comprehensive and specialized toxicology testing services and data for suspected opioid involved overdose deaths to the Department by performing the following sub-tasks:

5.1.1.1.2.1. Ordering a comprehensive toxicology test as specified in **Attachment B - CDC Guidance for Comprehensive and Specialized Toxicology Testing**, upon the qualifying death of a human being (Section 406.11 (1), Florida Statutes) occurring within Florida's Medical Examiner District 1 that is suspected to be an opioid-involved overdose death.

5.1.1.1.2.2. Ordering a specialized toxicology test as specified in **Attachment B – CDC Guidance for Comprehensive and Specialized Toxicology Testing**, upon the qualifying death of a human being (Section 406.11 (1), Florida Statutes) occurring within Florida's Medical Examiner District 1 that is suspected to be an opioid-involved overdose death and when a fentanyl analog or other synthetic opioid is suspected.

5.1.1.1.2.3. Provide five (5)monthly reports on: 1) the total count of ALL suspected opioid-involved overdose deaths during the reporting period; 2) the total number of comprehensive toxicology tests performed for suspected opioid-involved overdose death cases during the reporting period; and 3) total number of specialized toxicology tests for fentanyl analogs and other synthetic opioids performed for suspected opioid-involved overdose death cases during the baseline period, by completing **Attachment D – Monthly Comprehensive and Specialized Toxicology Testing Reports** according to its instructions and submit to the Department on or before May 7, 2018 (first submission), June 7, 2018 (second submission, July 7 (third submission), August 7, 2018 (fourth submission), and September 7 (fifth submission).

5.1.1.1.3. Toxicology testing expenditure support documentation must include copies of laboratory invoices for each test ordered and performed. Support documentation must be maintained and provided with the monthly invoice to substantiate expenses claimed.

5.1.1.2. Provide the following specified case records (data) as requested by the Department:

5.1.1.2.1. Provide a copy of Florida Medical Examiner District 1-ordered toxicology test results and Florida Medical Examiner District 1-produced case reports (e.g. autopsy, investigator, etc.) for each suspected opioid-involved overdose death

occurring within Florida's Medical Examiner District 1, according to process and instructions specified in **Attachment C – Fatal Opioid-Involved Overdose Reporting – Monthly Data Acquisition Process,** once a month at the request of the Department.

5.1.1.2.2. Records request expenditure support documentation must include completed copies of **Attachment E - Records Request Expenditure Log.** Support documentation must be maintained and provided with the monthly invoice to substantiate expenses claimed.

5.2. **DELIVERABLES:**

5.2.1. Contractor will complete and submit the following deliverables to the Department in the time and manner specified:

5.2.1.1. Opioid testing and data reporting in the time and manner specified in Task 5.1.1.1.

5.2.1.2. Specified case records (data) provided, as requested by the Department, in the time and manner specified in Task 5.1.1.2.

6. **METHOD OF PAYMENT:**

6.1. A purchase order will be issued to the Contractor.

6.2. The Department shall pay the Contractor for the individual, specified toxicology testing incurred as follows:

6.2.1. Up to, and not to exceed, $300.00 for <u>each</u> Comprehensive Toxicology Test - Primary Toxicology Drug Screen, as specified in **Attachment B - CDC Guidance for Comprehensive and Specialized Toxicology Testing**

6.2.2. Up to, and not to exceed, $750.00 for <u>each</u> Comprehensive Toxicology Test – Enhanced Toxicology Drug Screen, as specified in **Attachment B - CDC Guidance for Comprehensive and Specialized Toxicology Testing**.

6.2.3. Up to, and not to exceed, $300.00 for <u>each</u> Specialized Fentanyl Analog and Other Synthetic Opioids Toxicology Test, as specified in **Attachment B - CDC Guidance for Comprehensive and Specialized Toxicology Testing**.

6.3. The Department shall pay the Contractor a fixed rate of $250.44 per month, for the specified case records (data) requests.

6.4. The method of payment for this Purchase Order is fixed price and fixed rate.

6.5. The Contractor must submit an invoice monthly – by the 10th calendar day of each month – that provides a detailed accounting of the deliverables performed during the invoice period (previous month) for which payment is being requested.

6.5.1. The support documentation specified in 5.1.1.1.3 and 5.1.1.2.2 MUST be attached to the invoice; failure to include will result in either rejection of the invoice or a delay in processing while the required documentation is obtained.

6.5.2. The invoice must be on Contractor's letterhead and utilize the invoice template, as specified in **Attachment F – Invoice Template**.

6.6. The Contractor is responsible for the performance of all tasks and deliverables contained in this scope of work.

7. **PERFORMANCE MEASURES:**

7.1. All deliverables and related tasks must be completed 100% as specified. Failure to satisfactorily complete or submit a deliverable in the time and manner specified in Section 5.2 will result in a reduction in payment of the invoiced amount or repayment to the Department by the Contractor as indicated in Section 8 Financial Consequences.

8. **FINANCIAL CONSEQUENCES:**

8.1. Failure to provide each task comprising Deliverable 5.2.1.1 in the time and manner specified will result in a reduction in payment to the Contractor equal to 25 percent of the total invoiced amount.

8.2. Failure to provide each task comprising Deliverable 5.2.1.2 in the time and manner specified will result in a reduction in payment to the Contractor equal to 25 percent of the total invoiced amount.

9. **TRAVEL:**

9.1. The Contractor will not be reimbursed for travel under this agreement.

10. **DEPARTMENT CONTRACT MANAGER:**

10.1. The Department Contract Manager for this scope of work is:

Contract Manager:			
Name:	Connie L. Clark	Address:	Florida Department of Health Division of Emergency Preparedness and Community Support Bureau of Emergency Medical Oversight 4052 Bald Cypress Way, BIN A-22 Tallahassee, FL 32399-1722
Title:	IT Business Consultant		
Email:	Connie.Clark@flhealth.gov		
Telephone:	850-558-9509		
http://dohiws.doh.ad.state.fl.us/Divisions/General_Counsel/Contract_Unit/Training/Database.xlsx			

11. **CONTROLLING TERMS AND CONDITIONS:**

11.1. Health Exemption;

11.2. Department Purchase Order Terms and Conditions;

11.3. Price; and

11.4. Department Statement of Work SOW17-147.

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[OLYN LONG]

ATTACHMENT A
MEDICAL EXAMINER OFFICE TOXICOLOGY TESTING PROFILE AND BASELINE DATA INFORMATION SHEET

Section I

1) District Medical Examiner Office Name:
2) District Medical Examiner Office Address:
3) Name of Chief Medical Examiner:

4) Name of Person Completing Information Sheet:
5) Title of Person Completing Information Sheet:
6) Phone Number of Person Completing Information Sheet:
7) E-Mail of Person Completing Information Sheet:

8) Purchase Order Number:

Section II

To facilitate future surveillance of drug overdose programs, Enhanced State Opioid-Involved Surveillance (ESOOS) programs are ***required*** to collect and share the following information with the Centers for Disease Control and Protection (CDC). Please provide a response, for your respective Medical Examiner District Office, to <u>each</u> question.

1) Name of medical examiner case / records management system in use (if an electronic system is not used, please denote that a paper-based system is in use).

2) List of ALL data elements / variables collected in either your electronic case / records management system, or your paper-based system.

3) Name of the laboratory used for performing toxicology testing. If multiple laboratories are used, please list each, along with the criteria for use of each by your office.

4) Laboratory Information (if multiple laboratories are used pleased provide a response for each question, for each individual laboratory):

   a) Can your laboratory provide comprehensive testing of typical postmortem submissions (e.g., blood and urine) for volatiles, over-the-counter, prescription, and illicit drugs?

   b) If applicable, does testing include analyses for: 1) 6-acetylmorphine in blood and urine; 2) morphine, free and total, in blood; 3) naloxone; 4) synthetic opioids including fentanyl and fentanyl analogs

   c) Is your laboratory ISO/IEC 17025 accredited, with additional accreditation by the College of American Pathologists and/or the American Board of Forensic Toxicology?

   d) Is the Director of the Laboratory, and point-of-contact, board certified by the American Board of Forensic Toxicology?

Section III

To initiate and best facilitate the Florida ESOOS program, it is necessary to collect the following information. Please provide a response, for your respective Medical Examiner District Office, to <u>each</u> question.

1) Please provide your office's definition of a "suspected opioid-involved overdose death."

2) Please provide your office's definition of a "comprehensive" toxicology test.

   a) Please describe your office's criteria (trigger) for conducting a "comprehensive" toxicology test.

3) Please provide your office's definition of a "specialized" toxicology test for fentanyl analogs and other synthetic opioids.

   a) Please describe your office's criteria (trigger) for conducting a "specialized" toxicology test for fentanyl analogs and other synthetic opioids.

4) Please provide a response, for your respective Medical Examiner District Office, to each item in the table below, for the baseline period of September 1, 2017 through March 30, 2018:

Provide the total count of ***ALL*** suspected opioid-involved overdose deaths during the baseline period.	
Provide the total number of ***comprehensive toxicology tests*** performed for suspected opioid-involved overdose death cases during the baseline period.	
Provide the total number of ***specialized toxicology tests for fentanyl analogs and other synthetic opioids*** performed for suspected opioid-involved overdose death cases during the baseline period.	

Please complete the information above and return the completed form to the Department within 10 business days of the date the Purchase Order is issued. There are two options for returning the completed form to the Department:

1. Send an electronic copy (.DOC or .PDF) via e-mail it to the FL-ESOOS Program Principal Investigator: Dr. Karen Card (FLESOOS@flhealth.gov)
2. Mail a printed copy to the FL-ESOOS Program Principal Investigator: Florida Department of Health, c/o Dr. Karen Card, 4052 Bald Cypress Way, BIN A-22, Tallahassee, FL 32399-1722

ATTACHMENT B
CDC GUIDANCE FOR COMPREHENSIVE AND SPECIALIZED TOXICOLOGY TESTING

Testing parameters are stratified into escalating levels of comprehensiveness to allow jurisdictions to adapt the testing guidance to their context. This flexibility is necessary to address geographic variations in drug availability and usage, varying economic constraints of Medical Examiner budgets, and varying capacities of the laboratories utilized.

Toxicology testing in medico-legal death investigations is based upon an evaluation of the presenting clinical evidence, pathology findings at autopsy, and other potentially available information such as evidence at the death scene including drug paraphernalia. When opioids are suspected as a contributing substance in a drug overdose death based on clinical symptoms consistent with the opioid toxidrome (e.g., pinpoint pupils, altered mental status, respiratory depression) and/or autopsy findings consistent with an opioid-involved overdose (e.g., presence of a "foam cone," pulmonary edema), confirmatory/quantitative testing for opioids is indicated.

Comprehensive Toxicology Testing

Primary Toxicology Drug Screen

For purposes of fatal overdose surveillance, the minimum level of toxicological testing for suspected opioid-involved overdose deaths should include screening and confirmatory/quantitative testing for commonly prescribed medications including benzodiazepines and opioids, as well as commonly ingested illicit drugs including cocaine, fentanyl, heroin, and methamphetamine. Unconfirmed positive screening test results alone offer only weak (potentially disputable) evidence of the presence of an opioid, are potentially falsely positive or negative, and are not adequate for establishing a definitive medico-legal cause of death.

Primary Toxicology Drug Screen
Immunoassay screen to include amphetamines, benzodiazepines, cocaine metabolite, fentanyl, methadone metabolite (EDDP) and opioids (including oxycodone/oxymorphone)
Drug identification and quantitation of:
• Amphetamine, Methamphetamine
• Alprazolam, Clonazepam, Diazepam, Nordiazepam, Oxazepam, Temazepam, Lorazepam
• Cocaine, Cocaethylene and Benzoylecgonine
• Fentanyl*
• Codeine, Hydrocodone, Hydromorphone, Morphine, Oxycodone, Oxymorphone, 6-Acetylmorphine

*Fentanyl only analysis is not adequate in regions where fentanyl analogs are prevalent.

Enhanced Toxicology Drug Screen

When economically feasible, expanded testing should be conducted in order to obtain a more comprehensive assessment of potential drugs involved in suspected opioid-involved overdose deaths.

Enhanced Toxicology Drug Screen
Immunoassay screen to include amphetamines, benzodiazepines, cocaine metabolite, fentanyl, methadone metabolite (EDDP) and opioids (including oxycodone/oxymorphone)
Comprehensive chromatographic-based screen and confirmatory analysis of common over-the-counter, prescription/therapeutic and illicit drugs; for example – antidepressants, antihistamines, antipsychotics, hallucinogens, sedatives and stimulants.
Fentanyl and fentanyl analog testing to include relevant analogs common to the region
Drug quantitation of all toxicological-relevant drugs

Specialized Fentanyl Analog and Other Synthetic Opioids Toxicology Testing
Further expanded testing of suspected opioid-involved overdose deaths may be necessary when a fentanyl analog or other synthetic opioid is suspected. This may occur when:

1. An opioid-involved overdose is highly suspected based on scene, clinical, and/or autopsy findings, but all opioid screening tests were either negative, or positive results were insufficient to support a toxicological cause of death.
2. A case of suspected opioid-involved overdose death tests positive for fentanyl by immunoassay, but is negative for fentanyl upon confirmatory testing.

Utilization of specific fentanyl analog testing should consider economic feasibility, availability of fentanyl, fentanyl analogs and other synthetic opioids in the region, as well as the capabilities of the laboratory utilized by the Medical Examiner. The following drugs are recommended for inclusion in comprehensive testing for fentanyl analogs and other illicit synthetic opioids.

Fentanyl Analog Testing**	
Fentanyl Analogs	• 4-Methoxybutyrylfentanyl
• Acetyl Fentanyl	• 4-Methylphenethyl Acetyl Fentanyl
• Acrylfentanyl	• 3-Methylfentanyl
• 4-ANPP	• Beta-hydroxythiofentanyl
• Butyryl Fentanyl	• Valeryl Fentanyl
• Carfentanil	**Other Synthetic Opioids**
• ortho-Fluorofentanyl	• AH-7921
• para-Fluorobutyryl Fentanyl/FIBF	• MT-45
• para-Fluorofentanyl	• U-47700
• Furanyl Fentanyl	• U-49900
• Isobutyryl Fentanyl	• U-50488

**This list of fentanyl analogs will be updated as needed to reflect identified analogs.

If results from the above comprehensive testing are negative and do not support the toxicological cause of death, further probative testing should be considered to assess whether a fentanyl analog/other synthetic opioid was involved. This may require discussion with the lab to clarify their capabilities beyond the range of fentanyl analogs/other synthetic opioids listed above.

Further Considerations for Specialized Fentanyl Analog and Synthetic Opioid Toxicology Testing

If economically feasible, there are certain situations in which broader fentanyl analog and other synthetic opioid testing should be considered. This includes:

- Suspected opioid-involved overdose deaths that test positive for fentanyl immunoassay and confirmatory testing. Common co-mixing of fentanyl with fentanyl analogs indicates it is useful to test these overdose deaths, or
- Suspected opioid-involved overdose deaths testing positive for 6-acetylmorpnine and morphine. Common co-mixing of heroin with fentanyl analogs indicates it is useful to test these overdose deaths.

However, if economic constraints are a limiting factor, then the Medical Examiner could consider testing only a subset of such overdoses.

If additional testing remains feasible after all above testing is completed, further testing to consider would be:

- Any suspected opioid-involved overdose where illicit drugs or injection use was involved. If this captures too many deaths, testing a sample of such deaths could be considered.
- Testing a random sample of all opioid-involved overdose deaths.

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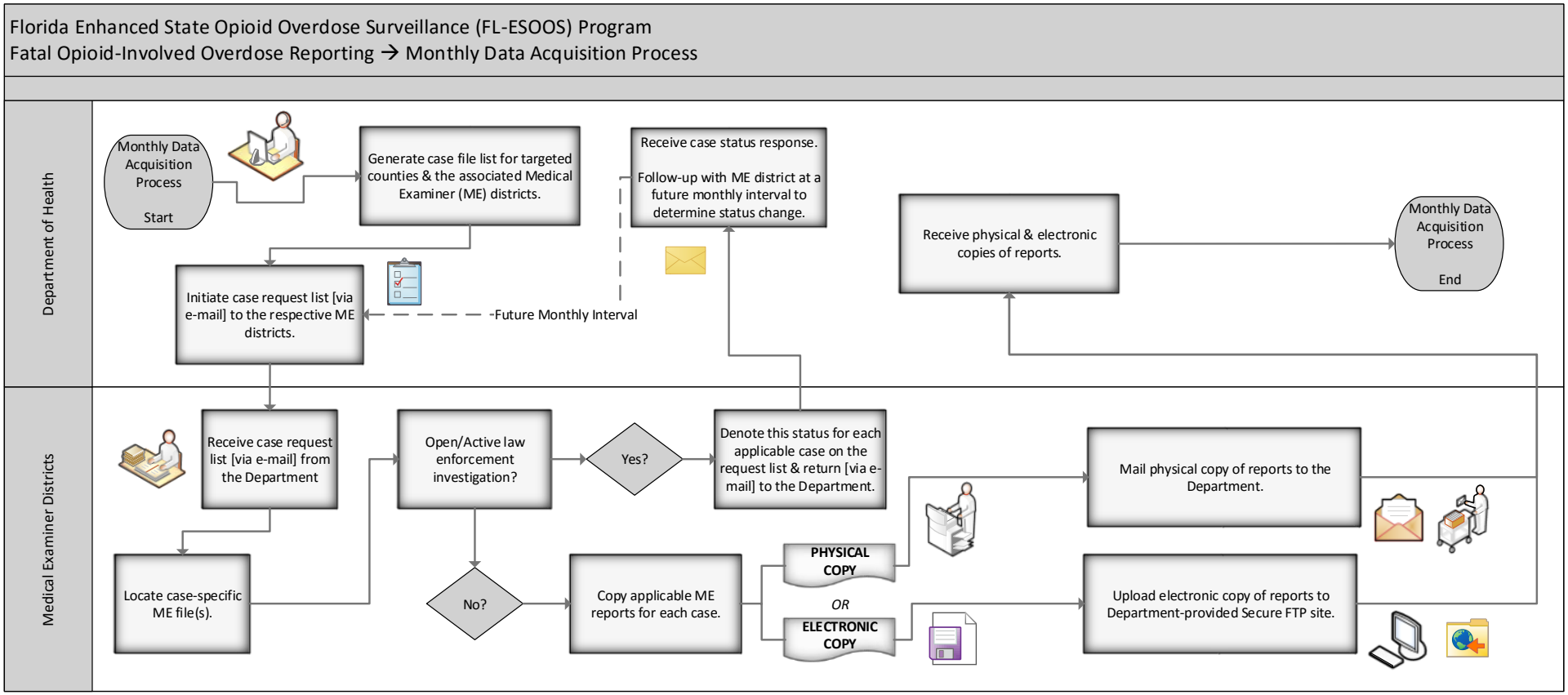
Florida Department of Health
Division of Emergency Preparedness and Community Support
Formal Scope of Work
Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing
SOW17-147

ATTACHMENT C
FATAL OPIOID-INVOLVED OVERDOSE REPORTING – MONTHLY DATA ACQUISITION PROCESS



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ATTACHMENT D
MONTHLY COMPREHENSIVE AND SPECIALIZED TOXICOLOGY TESTING REPORTS

Section I

1) District Medical Examiner Office Name:
2) District Medical Examiner Office Address:
3) Name of Chief Medical Examiner:

4) Name of Person Completing Report:
5) Title of Person Completing Report:
6) Phone Number of Person Completing Report:
7) E-Mail of Person Completing Report:

8) Purchase Order Number:

Section II

Please select from the options below, which monthly reporting period you are submitting for:

☐ Reporting Period 1 (April 1 – 30, 2018) – Due Date: May 7, 2018
☐ Reporting Period 2 (May 1 – 31, 2018) – Due Date: June 7, 2018
☐ Reporting Period 3 (June 1 – 30, 2018) – Due Date: July 7, 2018
☐ Reporting Period 4 (July 1 – 31, 2018) – Due Date: August 7, 2018
☐ Reporting Period 5 (August 1 – 31, 2018) – Due Date: September 7, 2018

Section III

Please provide a response, for your respective Medical Examiner District Office, to each item in the table below:

Provide the total count of ***ALL*** suspected opioid-involved overdose deaths during the reporting period.	
Provide the total number of ***comprehensive toxicology tests*** performed for suspected opioid-involved overdose death cases during the reporting period.	
Provide the total number of ***specialized toxicology tests for fentanyl analogs and other synthetic opioids*** performed for suspected opioid-involved overdose death cases during the reporting period.	

Please complete the information above and return the completed form to the Department no later than the reporting period due date (outlined above) that you are submitting for. There are two options for returning the completed form to the Department:

3. Send an electronic copy (.DOC or .PDF) via e-mail it to the FL-ESOOS Program Principal Investigator: Dr. Karen Card (FLESOOS@flhealth.gov)
4. Mail a printed copy to the FL-ESOOS Program Principal Investigator: Florida Department of Health, c/o Dr. Karen Card, 4052 Bald Cypress Way, BIN A-22, Tallahassee, FL 32399-1722

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ATTACHMENT E – RECORDS REQUEST EXPENDITURE LOG

Section I

1) District Medical Examiner Office Name:
2) District Medical Examiner Office Address:
3) Name of Chief Medical Examiner:

4) Purchase Order Number:

5) Service Period: *Example:* April 1 – 30, 2018
6) Invoice Number:

Section II

A records request is a once a month, written request by the Department to the Medical Examiner District for a copy of the Medical Examiner-ordered toxicology test results and Medical Examiner-produced case reports (e.g. autopsy, investigator, etc.) for each suspected opioid-involved overdose death occurring within the Medical Examiner District (Required follow-ups and subsequent interaction related to the once a month, written request by the Department do NOT constitute a new request. If no written request by the Department is received for a given month (e.g. Service Period), the Medical Examiner District is NOT eligible to be paid the fixed rate for records requests, for the given Service Period).

A fixed rate of $250.44 monthly is allocated to cover costs associated with fulfilling the specified case records (data) requests, as requested by the Department.

Number of Records Requests Made by the Department to the Contractor During the Service Period	0
Total Invoice Amount (for one or more Records Requests during a Service Period, a fixed rate of $250.44 monthly)	$0.00

I certify that to the best of my knowledge and belief the above records request numbers are true and correct and reimbursement has not been previously requested. All records requests have been fulfilled with the terms and conditions of the agreement and payment is now due.

Authorized Signature: _____

Name and Title:

Date: <MM/DD/YYYY>

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ATTACHMENT E – INOVICE TEMPLATE

Invoice

Service Period
Example: April 1 – 30, 2018

Date	Invoice #
<MM/DD/YYYY>	<Enter Here>

Bill To
Florida Department of Health Bureau of Emergency Medical Oversight **ATTN:** Kaylin M. Williams 4052 Bald Cypress Way, BIN A-22 Tallahassee, FL 32399-1722

Opioid-Involved Overdoses – Comprehensive and Specialized Toxicology Testing

Term	Due Date	Purchase Order#:
Net 30	<MM/DD/YYYY>	<Enter Here>

Description	Quantity	Rate	Amount
1) Comprehensive Toxicology Test - Primary Toxicology Drug Screens	0	$0.00	$0.00
2) Comprehensive Toxicology Test – Enhanced Toxicology Drug Screens	0	$0.00	$0.00
3) Specialized Fentanyl Analog and Other Synthetic Opioids Toxicology Tests	0	$0.00	$0.00
4) Records Requests	0	$0.00	$0.00
Total Paid To-Date: <$Enter Here>			
		TOTAL	**$0.00**

Contractor Name	Phone Number	E-Mail Address

Contractor Authorized Signature	Date of Signature
	<MM/DD/YYYY>

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14100 **County Administrator's Report 14. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: Default on the Purchase of 2 County-Owned Real Properties Located at 13 Elegans Avenue and 200 Blk Seamarge Lane
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Default on the Purchase of Two County-Owned Real Properties Located at 13 Elegans Avenue and 200 Block Seamarge Lane - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning default on the purchase of two County-owned real properties located at 13 Elegans Avenue (Account #: 08-4039-000, Reference #: 59-2S-30-1000-010-017) and 200 Block Seamarge Lane (Account #: 08-4370-000, Reference#: 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.

BACKGROUND:

James Homyak was the successful bidder in the surplus real property auction ending December 11, 2017, wherein he bid $12,825 for the parcel located at 13 Elegans Avenue and $10,100 for the parcel located at 200 Blk Seamarge Lane. On December 13, 2017, Mr. Homyak completed the 10% Deposit and Purchase forms and submitted bid deposits to the County in the amount of $1,282.50 and $1,010 respectively for the aforementioned parcels. The County Attorney's Office mailed a set of closing documents for each parcel to Mr. Homyak on December 29, 2017. Mr. Homyak executed and submitted the Agreement for Sale and Purchase, for each parcel, on January 28, 2018. The Board's Chairman executed both Agreements on February 1, 2018.

Per the terms of the Agreement(s) for Sale and Purchase, Section 11, "Closing shall occur on or before 30 days from the date the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein." The Chairman was the last party to execute the Agreements. Therefore, technically, Mr. Homyak should have closed by March 3, 2018; however, the closing was delayed so that his written communication request for the Board to release its interest in the mineral rights of these parcels could be heard by the Board at its March 1, 2018 meeting. At that meeting, the Board did vote to release its interest in the mineral rights. The County's Attorney's Office mailed an updated set of closing documents (to delete the paragraph reserving interest in the mineral rights). Mr. Homyak has now requested that the closing be postponed until he can get clear title. Further delay, per Mr. Homyak's request, would allow Mr. Homyak another 2 months to close on the parcel located at 13 Elegans Avenue, and allow him another 8 months to close on the parcel located at 200 Blk Seamarge Lane. Such delays would have allowed Mr. Homyak 6 months from the auction win date to close on one parcel and 1 year to close on the other, both of which are outside of the terms of the contracts. Due to the timing of the escheatments to the County, Mr. Homyak is of the opinion that he will have more insurable title if he delays the closings.

Pursuant to the terms of the contract(s), a certified letter was mailed to Mr. Homyak on April 5, 2018 by the County Administrator, advising Mr. Homyak that if he did not proceed to closing the Administrator would recommend the Board find him in default of the terms of the contract, retain his bid deposit, and authorize the properties to be re-advertised for another auction. A copy of the letter and proof of receipt is attached.

BUDGETARY IMPACT:

The 10% bid deposits submitted by Mr. Homyak were deposited into the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed this recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Notifications of Successful Bidder
Property Appraiser Detail Pages
13 Elegans Avenue - 10% Bid Deposit Forms
200 Blk Seamarge Lane - 10% Bid Deposit Forms
13 Elegans Avenue - Agreement for Sale & Purchase (Chairman signed 2/1/2018)
200 Blk Seamarge Lane - Agreement for Sale & Purchase (Chairman signed 2/1/2018)
Board Minutes (13 Elegans Avenue & 200 Blk Seamarge Lane)
Certified Letter to Mr. Homyak (mailed 4/5/2018)

Tara D. Cannon

From: escambiacounty@eccauction.com
Sent: Monday, December 11, 2017 8:13 PM
To: Tara D. Cannon
Subject: FW: Successful Close for Item# 433 - 13 Elegans Avenue

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From: selling@ECCAuction.com [mailto:selling@ECCAuction.com]
Sent: Monday, December 11, 2017 7:50 PM
To: escambiacounty@ECCAuction.com
Subject: Successful Close for Item# 433 - 13 Elegans Avenue

ECCAuction.com

Listing Number 433 Is Now Closed.

Listing Title: **13 Elegans Avenue**
The highest bid was $12825.00.

Please contact the highest bidder to make any necessary arrangements:

UserName: **Jim H**
Email: **jim@panhandlegulf.com**
Phone: **8503930893**
James Homyak
Address:366 Fort Pickens Rd
Pensacola Beach, Florida 32561
United States of America

Thanks for using ECCAuction.com!

Contact Us at:

www.ECCAuction.com

Tara D. Cannon

From: escambiacounty@eccauction.com
Sent: Monday, December 11, 2017 8:15 PM
To: Tara D. Cannon
Subject: FW: Successful Close for Item# 435 - 200 Blk Seamarge Ln 084370000

From: selling@ECCAuction.com [mailto:selling@ECCAuction.com]
Sent: Monday, December 11, 2017 7:20 PM
To: escambiacounty@ECCAuction.com
Subject: Successful Close for Item# 435 - 200 Blk Seamarge Ln 084370000

ECCAuction.com

Listing Number 435 Is Now Closed.

Listing Title: **200 Blk Seamarge Ln 084370000**
The highest bid was $10100.00.

Please contact the highest bidder to make any necessary arrangements:

UserName: **Jim H**
Email: **jim@panhandlegulf.com**
Phone: **8503930893**
James Homyak
Address:366 Fort Pickens Rd
Pensacola Beach, Florida 32561
United States of America

Thanks for using ECCAuction.com!

Contact Us at:

www.ECCAuction.com

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	592S302700003038
Account:	084370000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	200 BLK SEAMARGE LN 32507
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int /High):	WARRINGTON/WARRINGTON/PENSACOLA
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	$7,960	$0	$7,960	$7,960
2016	$7,960	$0	$7,960	$7,960
2015	$7,960	$0	$7,960	$7,960

Disclaimer

Amendment 1/Portability Calculations

> File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/17/2015	7450	1557	$100	TD	View Instr
12/01/2008	6411	26	$2,100	TD	View Instr

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

2017 Certified Roll Exemptions

COUNTY OWNED

Legal Description

N 40 91/100 FT OF S 91 84/100 FT OF LT 38 S/D OF LTS 7 TO 10 PLAT DB 59 P 631 OR 7450 P 1557 CA 195

Extra Features

None

Parcel Information

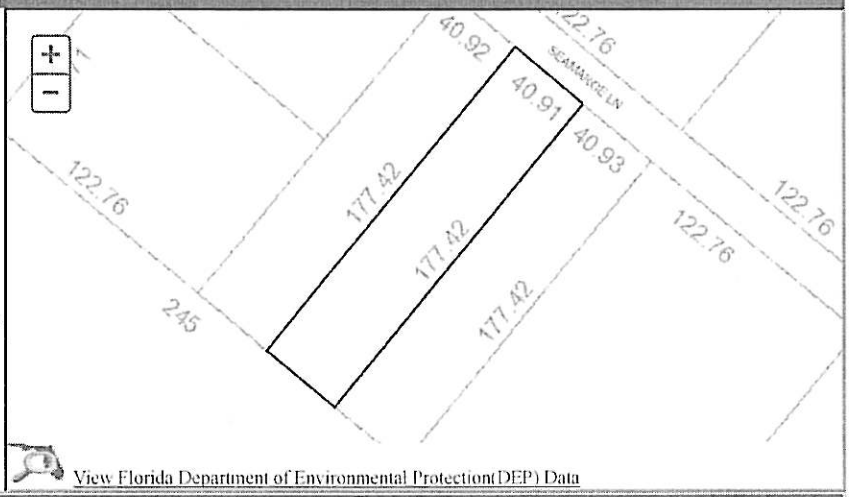
Launch Interactive Map

Section Map Id: CA195

Approx. Acreage: 0.1685

Zoned: MDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

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

Chris Jones
Escambia County Property Appraiser

Back

Navigate Mode ◦ Account ◦ Reference

Printer Friendly Version

General Information

Reference:	592S301000010017
Account:	084039000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	13 ELEGANS AVE 32507
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int /High):	WARRINGTON/WARRINGTON/PENSACOLA
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	$8,000	$0	$8,000	$8,000
2016	$8,000	$0	$8,000	$8,000
2015	$8,000	$0	$8,000	$8,000

Disclaimer

Amendment 1/Portability Calculations

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/06/2014	7183	1293	$100	TD	View Instr
03/2002	4865	1337	$73,900	WD	View Instr
08/2000	4593	660	$9,000	WD	View Instr
12/1997	4212	1472	$100	QC	View Instr
10/1992	3259	42	$100	WD	View Instr

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

2017 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LT 10 BLK 17 LAKEWOOD PB 2 P 30/30C OR 7183 P 1293 CA 191

Extra Features

None

Parcel Information

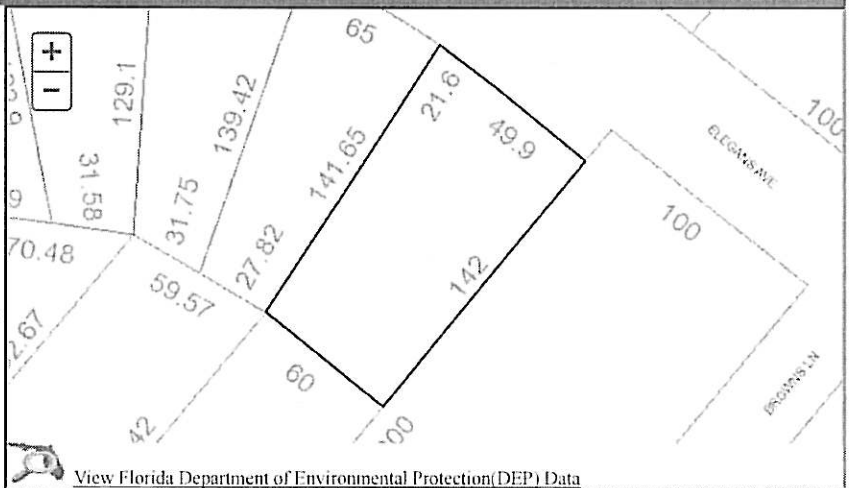
Launch Interactive Map

Section Map Id: CA191

Approx. Acreage: 0.1958

Zoned: MDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

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

10% DEPOSIT & PURCHASE FORM

ESCAMBIA COUNTY FLORIDA

Management & Budget Services Bureau
Property Sales, Suite 440
221 Palafox Place, Pensacola, FL 32502
Phone No: (850)595-4996

Surplus Land Sale
DECEMBER 2017 Auction

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 555-31-5339

BIDDER NAME: JAMES D. HOMYAK

ADDRESS: 366 FT PICKENS RD

CITY, ST. & ZIP: PENSACOLA FL 32561

PHONE NO.: 850-393-0893

TOLL FREE NO.: (_____) _____

FAX NO.: (_____) _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements. In submitting a bid to Escambia County, Florida, the bidder offers and agrees that if the bid is accepted, the County will convey, sell, assign or transfer to the successful bidder all rights, title and interest in items being sold.

JAMES D. HOMYAK (TYPED OR PRINTED)

LEGAL NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER

12-13-17

DATE

*** Failure to execute this Form binding the bidder's offer shall result in this bid/proposal being rejected as non-responsive.*

SURPLUS LAND SALE
BID FORM

TO: BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA
PENSACOLA, FLORIDA 32502

THIS BID FORM, is submitted to ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida ("COUNTY"), acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS ("BOARD"), in accordance with the Invitation To Bid and constitutes my offer to purchase the real property legally described therein. I have complied with and otherwise accept the terms included and offer to purchase the property identified therein for the following amount:

PROPERTY	REFERENCE #	MINIMUM BID AMOUNT	ACTUAL SALES PRICE
300 Blk Gulf Beach Hwy	502S305090020003	$ 17,100.00	$ 17,100.00
X **13 Elegans Avenue**	592S301000010017	$ 12,825.00	$ 12,825.00
200 Blk Seamarge Ln*	592S302700002038	$ 7,164.00	$ 11,000.00
200 Blk Seamarge Ln*	592S302700003038	$ 7,960.00	$ 10,100.00
8400 Blk Caminitti Lane	171S301207000000	$ 11,875.00	$ 11,875.00
2 Utah Court	152S306200580010	$ 3,281.00	$ 3,281.00
17 Carey Ave	342S301150011003	$ 11,400.00	
89 Leyte Drive	502S306070120004	$ 6,156.00	
3722 James Street	342S300660000021	$ 5,429.00	
901 Krasnosky Avenue	342S300850001002	$ 2,980.00	
3414 W Jackson Street	332S303300009262	$ 7,434.00	
3502 W Cervantes Street	332S303300092265	$ 6,251.00	
600 Blk Y Street	332S304000013242	$ 6,815.00	
708 Escambia Avenue	101N314101071005	$ 11,543.00	
3704 W Cervantes Street	342S300860050001	$ 5,087.00	
10 Beth Circle	372S303400014002	$ 7,268.00	

***Concerning parcels located at 200 Blk Seamarge Lane:**
PLEASE NOTE: Grantor reserves an easement over, under, and across the eastern 20 feet of the above-described property for right-of-way, road, drainage, utilities, and other associated public infrastructure.

In accordance with the bid instructions, I have attached to this Bid Form a bid deposit in the form of a (Please circle one: cashier's check, certified check, money order, or bid bond) **payable to Escambia County, Florida** in the amount of $ 1,282.50. I understand the bid deposit will not be returned if I am the successful bidder and fail to execute an Agreement for Sale and Purchase of the property within thirty (30) days after award of the bid by the Escambia County Board of County Commissioners unless otherwise agreed by Escambia County.

REGIONS

CASHIER'S CHECK

12/13/2017

5504112716

JAMES D. HOMYAK / REMITTER: JAMES HOMYAK

Purchaser / Purchased For

ONE THOUSAND TWO HUNDRED EIGHTY TWO DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: ESCAMBIA COUNTY FLORIDA

$1,282.00 Fee $0.00

NOT NEGOTIABLE
CUSTOMER COPY

Regions Bank

Branch FL00001
CC001100

REGIONS

CASHIER'S CHECK

12/13/2017

61-1/620 5504112716

JAMES D. HOMYAK / REMITTER: JAMES HOMYAK

Purchaser / Purchased For

ONE THOUSAND TWO HUNDRED EIGHTY TWO DOLLARS AND 00 CENTS

$1,282.00

QUARTER DOLLAR

10% DEPOSIT & PURCHASE FORM

ESCAMBIA COUNTY FLORIDA

Management & Budget Services Bureau
Property Sales, Suite 440
221 Palafox Place, Pensacola, FL 32502
Phone No: (850)595-4996

Surplus Land Sale
DECEMBER 2017 Auction

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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 555-31-5339

BIDDER NAME: JAMES D. HOMYAK

ADDRESS: 366 FT PICKENS RD

CITY, ST. & ZIP: PENSACOLA BEACH FL 32561

PHONE NO.: 850-393-0893

TOLL FREE NO.: (_____) _____

FAX NO.: (_____) _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements. In submitting a bid to Escambia County, Florida, the bidder offers and agrees that if the bid is accepted, the County will convey, sell, assign or transfer to the successful bidder all rights, title and interest in items being sold.

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SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER

12-13-17

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ESCAMBIA COUNTY, FLORIDA
PENSACOLA, FLORIDA 32502

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PLEASE NOTE: Grantor reserves an easement over, under, and across the eastern 20 feet of the above-described property for right-of-way, road, drainage, utilities, and other associated public infrastructure.

In accordance with the bid instructions, I have attached to this Bid Form a bid deposit in the form of a (Please circle one: cashier's check, certified check, money order, or bid bond) **payable to Escambia County, Florida** in the amount of $ 1,010. . I understand the bid deposit will not be returned if I am the successful bidder and fail to execute an Agreement for Sale and Purchase of the property within thirty (30) days after award of the bid by the Escambia County Board of County Commissioners unless otherwise agreed by Escambia County.

REGIONS

CASHIER'S CHECK

12/13/2017

5504112715

JAMES D. HOMYAK / REMITTER: JAMES HOMYAK

Purchaser / Purchased For

ONE THOUSAND TEN DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: ESCAMBIA COUNTY FLORIDA

$1,010.00 Fee $0.00

NOT NEGOTIABLE
CUSTOMER COPY

Regions Bank

Branch FL00001
CC001100

REGIONS

CASHIER'S CHECK

12/13/2017

61-1/620 5504112715

JAMES D. HOMYAK / REMITTER: JAMES HOMYAK

Purchaser / Purchased For

ONE THOUSAND TEN DOLLARS AND 00 CENTS

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 20___, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and James D. Homyak, whose address is 366 Ft. Pickens Road, Pensacola, Florida 32561 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below;

Lot 10, Block 17 Lakewood PB 2 P 30/30C OR 4865 P 1337 CA 191.

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on July 10, 2014, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.

2. Purchase Price and Method of Payment. The purchase price for the Property is Twelve Thousand Eight Hundred Twenty-Five Dollars ($12,825.00) and must be paid by certified or official check at closing.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title insurance commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or

qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive

the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, has the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is

or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	__X__Deed Documentary Stamps
_____	__X__Survey, if any
_____	__X__Recording (Deed)
_____	__X__County Attorney's Fees (Document Preparation)
_____	__X__Title Insurance, if any
_____	__X__Structural and Environmental Inspections, if any
_____	__X__Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's

proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the

Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:
James D. Homyak
366 Ft. Pickens Road
Pensacola, Florida 32561

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Jeff Bergosh, Chairman

Date Executed
2/1/2018

BCC Approved: 07/10/2014

BUYER:

Witness Katie Macarthur
Print Name Katie Macarthur

James D. Homyak

Witness Tara Cannon
Print Name Tara Cannon

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of January, 2018, by James D. Homyak. He (X) is personally known to me, or (_) has produced current Personally Known as identification.

TARA D. CANNON
MY COMMISSION # FF 118619
EXPIRES: June 16, 2018
Bonded Thru Notary Public Underwriters

Tara D. Cannon
Signature of Notary Public

Tara D. Cannon
Printed Name of Notary Public

(Notary Seal)

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 20___, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and James D. Homyak, whose address is 366 Ft. Pickens Road, Pensacola, Florida 32561 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below;

> The North 40.91 feet of the South 91.84 feet of Lot 38 of a Subdivision of Lots 7, 8, 9, and 10 of William Fishers 96 Acres, recorded at Plat Deed Book 59, page 631 of the Public Records; and also lying in Section 59, Township 2 South, Range 30 West Escambia County, Florida; Grantor reserves an easement over, under, and across the eastern 20 feet of the above-described property for right-of-way, road, drainage, utilities and other associated public infrastructure.
>
> Property Reference Number: 59-2S-30-2700-003-038;

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on November 2, 2017, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.

2. Purchase Price and Method of Payment. The purchase price for the Property is Ten Thousand One Hundred Dollars ($10,100.00) and must be paid by certified or official check at closing.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions

identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title insurance commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable buyer of real estate and that it is relying solely

on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, has the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2018 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	__X__Deed Documentary Stamps
_____	__X__Survey, if any
_____	__X__Recording (Deed)
_____	__X__County Attorney's Fees (Document Preparation)
_____	__X__Title Insurance, if any
_____	__X__Structural and Environmental Inspections, if any
_____	__X__Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:
James D. Homyak
366 Ft. Pickens Road
Pensacola, Florida 32561

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Jeff Bergosh, Chairman

Date Executed
2/1/2018

BCC Approved: 11/02/2017

BUYER:

Witness Katie Macarthur
Print Name Katie Macarthur

James D. Homyak

Witness Tara Cannon
Print Name Tara Cannon

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of January, 2018, by James D. Homyak. He (X) is personally known to me, or (_) has produced current Personally Known as identification.

Tara D. Cannon
Signature of Notary Public

TARA D. CANNON
MY COMMISSION # FF 118619
EXPIRES: June 18, 2018
Bonded Thru Notary Public Underwriters

Tara D. Cannon
Printed Name of Notary Public

REGULAR BCC AGENDA – Continued

7. Continued...

B. February 7, 2018, Communication from James D. Homyak

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, granting the request from James D. Homyak, of Pelican Real Estate, that the Board, as part of the real estate closing, waive the automatic reservation of oil, gas, and other minerals, as provided in 270.11(3), Florida Statutes, as part of the sales transaction for the following properties: 13 Elegans Avenue; Pensacola, Florida 32507; Tax Account Number 08-4039-000 and 200 Block Seamarge Lane; Pensacola, Florida 32507; Tax Account Number 08-4370-000.

8. Proof of Publication

Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-1, with Commissioner Robinson voting "no," 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*, as follows:

A. The following two Public Hearings on the agenda:

(1) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on January 19, 2018, for consideration of adopting an Ordinance amending the Official Zoning Map; and

(2) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on January 27, 2018, for consideration of adopting an Ordinance amending LDC Chapter 4, Location and Use of Regulations; and

B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule Month February 26-March 2, 2018,* as published in the *Pensacola News Journal* on February 24, 2017.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorizing the County Attorney to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;

B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District noted:

	Account	Reference	2013 PA Value	Address	District
	063673000	332S301300006012	$9,984	3700 West Moreno Street Block	3
	064006100	332S303300092265	$6,935	3502 West Cervantes Street	2
	064094000	332S303301005274	$7,434	3403 West Lloyd Street	3
	064306500	332S304000013242	$6,814	600 Y Street Block	2
	070787000	342S300660000021	$6,032	3722 James Street	2
	070979200	342S300850001002	$3,311	901 Krasnosky Street	2
	070989000	342S300860050001	$5,652	3704 West Cervantes Street	2
	071619000	342S301150011003	$11,400	17 Carey Avenue	2
	074108730	372S303400014002	$8,075	10 Beth Circle	2
	081010000	502S305040003004	$7,195	706 Wingate Street	2
	081479000	512S306000000008	$17,586	20 West Washington Street	2
	081839000	502S306070120004	$7,600	89 Leyte Drive	2
✳	084039000	592S301000010017	$14,250	13 Elegans Avenue	2
	084369000	592S302700002038	$7,960	200 Seamarge Lane Block	2
	070729000	342S300590034059	$10,347	533 North Green Street	3

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. Continued...

B. Continued...

Account	Reference	2013 PA Value	Address	District
092642000	012S314301001002	$6,175	4900 Sierra Drive Block	1
094070110	192S314209003002	$4,180	200 S Crow Road Block	1
101348500	362S311010000005	$16,862	5900 Princeton Drive Block	1
112711110	091N311000233004	$5,107	Off Muscogee Road	5

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

D. Authorizing the Chairman to sign all documents related to the sales.

8. Taking the following action concerning PD 13-14.054, Financial Auditing Services (Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101):

A. Approving the following ranking of the Proposal Review Committee:

(1) Warren Averett, LLC;
(2) Saltmarsh, Cleaveland and Gund; and
(3) Carr, Riggs & Ingram CPA's and Advisors; and

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-12. Approval of Various Consent Agenda Items – Continued

5. See Page 38.

6. See Page 38.

7. See Page 38.

8. Taking the following action concerning the surplus and sale of real properties that have escheated to the County, shown below:

A. Authorizing the County Attorney's Office to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;

B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District noted:

Account #	Reference #	Escheatment Date	Address	2017 PA Value	District
08-4370-000	59-2S-30-2700-003-038	12/17/2015	200 Block Semarge Lane	$ 7,960	2
08-1390-000	50-2S-30-5090-020-003	12/17/2015	300 Block Gulf Beach Highway	$17,100	2
02-2111-000	17-1S-30-1207-000-000	08/05/2003	8400 Block Caminitti Lane	$11,875	4

C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser; the County does not have a need for these properties; and

D. Authorizing the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of these properties.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jack R. Brown
County Administrator

221 Palafox Place, Suite 420
Pensacola, Florida 32502

Telephone (850) 595-4947
Telefax (850) 595-4908

April 3, 2018

Mr. James D. Homyak
366 Fort Pickens Road
Pensacola Beach, FL 32561

Via Certified Mail – Return Receipt Requested:
7002 0460 0003 1600 5435

Re: 13 Elegans Avenue
200 Block Seamarge Lane

Dear Mr. Homyak:

As you know, based on the action taken by the Board of County Commissioners on March 1, 2018, and on your own request, you must close within 30 days of the Chairman signing the contract.

You delayed in executing the contracts following last year's surplus property auction, and my Property Coordinator, Tara Cannon, informs me that you do not intend to close for several more months. Please note that if you do not proceed to closing, I will have no choice but to recommend the Board of County Commissioners at its meeting on April 17, 2018 that they find you in default of the terms of the contracts, retain your bid deposits, and authorize the properties to be re-advertised for another auction.

Please feel free to call Tara Cannon at 595-4996, if you have any questions or require any additional information.

Sincerely,

Jack Brown
County Administrator

https://tools.usps.com/go/TrackConfirmAction?tLabels=70020460000316005435

USPS Tracking®

FAQs > (http://faq.usps.com/?articleId=220900)

Track Another Package +

Tracking Number: 70020460000316005435

Remove ×

Your item was delivered at 8:53 am on April 10, 2018 in GULF BREEZE, FL 32561.

Delivered

April 10, 2018 at 8:53 am
Delivered
GULF BREEZE, FL 32561

Get Updates ⌄

Text & Email Updates ⌄

Tracking History ^

April 10, 2018, 8:53 am
Delivered
GULF BREEZE, FL 32561
Your item was delivered at 8:53 am on April 10, 2018 in GULF BREEZE, FL 32561.

April 9, 2018, 5:19 pm
Notice Left (No Authorized Recipient Available)
GULF BREEZE, FL 32561

April 7, 2018, 8:30 am
Out for Delivery
GULF BREEZE, FL 32561

April 7, 2018, 8:20 am
Sorting Complete
GULF BREEZE, FL 32561

April 7, 2018, 6:44 am
Arrived at Unit
GULF BREEZE, FL 32561

April 6, 2018, 11:13 pm
Departed USPS Regional Facility
PENSACOLA FL PROCESSING CENTER

April 6, 2018, 6:41 pm
Arrived at USPS Regional Facility
PENSACOLA FL PROCESSING CENTER

Product Information ⌄

See Less ^

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14138 **County Administrator's Report 14. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: BCC 10-05-2017, CAR II-13, Item I (General Paving and Drainage Contract, Paving and Drainage Projects)
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Board's Action of October 5, 2017, Regarding the General Paving and Drainage Contract, Paving and Drainage Projects - Patrick T. Johnson, Waste Services Department Director

That the Board amend its action of October 5, 2017, CAR II-13, Item "I", General Paving and Drainage Contract, Paving and Drainage Projects, as follows:

	Vendor/Contractor	Amount	Contract Number
I.	General Paving and Drainage Contract Paving and Drainage Projects Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field) (1) Panhandle Grading & Paving, Inc. - Vendor No. 160114 (2) Roads, Inc. of NWF - Vendor No. 182328 (3) Midsouth Paving, Inc. - Vendor No. 133305 (4) Utility Service Company, Inc. - Vendor No. 211593 (5) Gulf Atlantic Constructors, Inc. - Vendor No. 843895	$350,000	~~PD 14-15.064~~ ~~BCC 9-22-16~~ PD 16-17.081 BCC 11-30-17

	(6) Allsouth Construction Services, LLC - Vendor No. 420550 (7) Chavers Construction - Vendor No. 032335 (8) J. Miller Construction, Inc. - Vendor No. 133404 ~~(9) Infrastructure Specialty Services, Inc. - Vendor No. 420809~~ (9) B & W Utilities, Inc. - Vendor No. 420661 (10) Gulf Marine Construction, Inc. - Vendor No. 072896 (11)Heaton Brothers Construction Company, Inc. - Vendor No. 081314 (12) Principle Properties, Inc. - Vendor No. 420785 (13) Site and Utility, LLC - Vendor No. 420683		

BACKGROUND:

The issuance of this purchase order is necessary to provide for environmental permit compliance by the Waste Services Department on behalf of the Board of County Commissioners, to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste Fund, Cost Center: 230306 (Recycling), Cost Center: 230307 (Transfer Station), Cost Center: 230308 (Gas to Energy), Cost Center: 230309 (Closed Landfills), Cost Center: 230314 (Operations), Cost Center: 230315 (Projects), Cost Center: 230316 (Saufley Field).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Waste Services Department will coordinate with the Office of Management and Budget, and will work with Purchasing Office Staff to prepare purchase orders as needed.

Attachments

Brd Mins 10_05_2017

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

2017001204

13. Approving the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2017-2018, based upon previously awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Waste Services Department as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
A.	Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 023818 Employment Services, Term Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	$250,000	PD 14-15.041 BCC 5-7-15
B.	Bridgestone Americas, Inc. d/b/a GCR Tire Center Vendor Number: 025944 Repairs and Maintenance Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	$135,000	FL Sheriffs Assoc. 15/17-07-220 Exp: 2/28/19 Contract extended for 2 Yrs via Addendum #1 on 1/31/17

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

13. Continued…

	Vendor/Contractor	Amount	Contract Number
C.	Fairbanks Scales, Inc. Vendor Number: 060214 Repairs and Maintenance For Scales at Perdido and Palafox Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	$55,000	PD 14-15.092 BCC 11-5-15
D.	LFG Technologies, Inc. Vendor Number: 120081 Other Contractual Services and Repairs and Maintenance For Gas to Energy System Fund: 401 Cost Center: 230308 (Gas to Energy)	$85,000	PD 07-08.111 5YR Operations & Maintenance Agreement Extended by BCC 5-15-14
E.	Perma Fix of Florida, Inc. Vendor Number: 422111 Other Contractual Services Collection and Disposal Household Hazardous Waste Cost Center: 230306 (Recycling)	$200,000	PD 15-16.031 BCC 5-19-16

(Continued on Page 27)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

13. Continued…

	Vendor/Contractor	Amount	Contract Number
F.	R. K. Allen Oil Company, Inc. Vendor Number: 011470 Lubrication Products, Anti-freeze And Brake Fluid Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	$50,000	PD 16-17.056 BCC 8-3-17
G.	Thompson Tractor Vendor Number: 201640 Repairs and Maintenance/Rentals/Rebuilds Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	$450,000	Original Equipment Manufacturer

(Continued on Page 28)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

13. Continued…

	Vendor/Contractor	Amount	Contract Number
H.	Road Materials Pricing Agreement Asphalt & Concrete Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field) (1) Panhandle Grading & Paving, Inc. Vendor No. 160114 (2) Roads, Inc. of NWF Vendor No. 182328 (3) Midsouth Paving Vendor No. 133305	$100,000	PD 14-15.065 BCC 9-24-15

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

2017001204

13. Continued…

X

	Vendor/Contractor	Amount	Contract Number
I.	General Paving and Drainage Contract Paving and Drainage Projects Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field) (1) Panhandle Grading & Paving, Inc. Vendor No. 160114 (2) Roads, Inc. of NWF Vendor No. 182328 (3) Midsouth Paving, Inc. Vendor No. 133305 (4) Utility Service Co., Inc. Vendor No. 211593 (5) Gulf Atlantic Constructors, Inc. Vendor No. 843895 (6) Allsouth Construction Services, LLC Vendor No. 420550 (7) Chavers Construction Vendor No. 032335 (8) J Miller Construction, Inc. Vendor No. 133404 (9) Infrastructure Specialty Services, Inc. Vendor No. 420809	$350,000	PD 14-15.064 BCC 9-22-16

(Continued on Page 30)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

13. Continued…

	Vendor/Contractor	Amount	Contract Number
J.	SETCO, Inc. Vendor Number: V0000393 Solid Rubber Tires for 966 Loaders Fund 401 Cost Center: 230307 (Transfer Station)	$80,000	Original Equipment Manufacturer

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

24. Approving the award of an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 16-17.081, General Paving and Drainage Agreement, for a term of 36 months, between Escambia County and each of the following contractors, for the estimated annual amount of $3,000,000 per firm, and authorizing the County Administrator to sign each Agreement (Funding Sources: Fund 352, "Local Option Sales Tax [LOST] III," Cost Center 210107; Fund 353, "LOST IV," Cost Center 210106; Fund 352, "LOST III," Cost Center 350229; Fund 353, "LOST IV," Cost Center 350221; Fund 112, "Disaster Recovery Fund"; and Fund 181, "Master Drainage Basin Funds," Cost Center 210719-210736):

- Allsouth Construction Services, LLC
- B & W Utilities, Inc.
- Chavers Construction, Inc.
- Gulf Atlantic Constructors, Inc.
- Gulf Marine Construction, Inc.
- Heaton Brothers Construction Company, Inc.
- J. Miller Construction, Inc.
- Midsouth Paving, Inc.
- Panhandle Grading & Paving, Inc.
- Principle Properties, Inc.
- Roads, Inc. of NWF
- Site and Utility, LLC
- Utility Service Company, Inc.

25. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Dental Power International, Inc., per the terms and conditions of PD 16-17.060, Annual Inmate Dental Exams - In Facility, for a term of twelve months, with an option to renew for two successive one-year periods, in the amount of $749.75 per month, for the satisfactory performance of five hours of dental services at the Escambia County Jail; upon the County's request, additional dental services may be provided per month at a rate of $149.95 per hour (Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101).

26. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Galls, LLC, a unit price, indefinite quantity, indefinite delivery contract, per the terms and conditions of PD 16-17.093, Public Safety Uniforms and Accessories, for a term of 12 months, with an option to renew for two successive one-year periods (Funding: Fund 408, Emergency Medical Services Fund, Cost Center 330302, Object Code 55201 - $65,000; Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 55201 - $90,000; Fund 001, General Fund, Cost Center 330403, Object Code 55201 - $4,000; and Fund 001, General Fund, Cost Center 330402, Object Code 55201 - $1,000).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14181 **County Administrator's Report 14. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/17/2018
Issue: First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida, Between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners - Selina Barnes, Interim Director of Corrections

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

A. Approve the first amendment to the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida. This amendment increases the funding for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility from $18,000 to $21,600. This funding is provided by the First Judicial Circuit Court Administration; and

B. Authorize the Chairman to sign the Amendment.

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

BACKGROUND:

The Work Release Program facility has been housing male and female offenders via Drug Court referrals since 2011. These offenders are usually housed from 1 to 30 plus days as determined by the Court. The Work Release Program facility supports the program through the availability of dormitory style housing for adult post-adjudicatory drug court participants. Fees are determined on a per day basis and include the room and board for each offender. It is the desire of the First Judicial Circuit Court Administration to increase their allocated funding due to a rise in the anticipated number of participants in the program.

BUDGETARY IMPACT:

Fund 114-Misdemeanor Probation, Revenue Account 349003.

LEGAL CONSIDERATIONS/SIGN-OFF:

This amendment has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Department of Corrections will work with the First Judicial Circuit Court Administration to execute the terms of the agreement.

Attachments

First Amendment to Professional Services Agreement for Adult Post-Adjudicatory Drug Court In Escambia County, Florida

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ADULT POST-ADJUDICATORY DRUG COURT IN ESCAMBIA COUNTY, FLORIDA

This is the FIRST AMENDMENT to the *Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida* (contract number 01007SI) entered into by and between the First Judicial Circuit Court Administration ("Circuit"), and the Escambia County Board of County Commissioners ("Contractor").

WITNESSETH:

WHEREAS, on or about July 18, 2017, the parties previously entered into a Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida ("Agreement"); and

WHEREAS, the purpose of this amendment is to increase the funding provided under the Agreement from $18,000 to $21,600.

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

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

2. The Agreement is amended to reflect that the total compensation the Circuit will provide to the Contractor as reimbursement for services for the adult post-adjudicatory drug court program is increased from $18,000 to $21,600.

3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the last date executed by the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature:

CIRCUIT:
FIRST JUDICIAL CIRCUIT OF FLORIDA

Robin M. Wright 5/3/18
Robin M. Wright Date
Trial Court Administrator
First Judicial Circuit of Florida

Witness:
Witness:

CONTRACTOR:
ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

Jeff Bergosh Date
Chairman
Escambia County Board of County Commissioners

ATTEST: Pam Childers
Clerk of the Circuit Court

By:
Deputy Clerk

[SEAL]

Trial Court Administrator's Office
First Judicial Circuit of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY

Attorney:
Date: 5/2/18
Phone: (850) 595-4405

Approved as to form and legal sufficiency.

By/Title:
Date: 5/8/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14070 **County Administrator's Report 14. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/17/2018
Issue: Noise Waivers for the 2018 Seasonal Fireworks Exhibitions Near the Portofino Pier
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2018 Seasonal Fireworks Displays Launched from a Floating Platform near the Portofino Pier on Pensacola Beach - Tim Tolbert, Building Official/Department Director

That the Board approve or deny the following individual "Special Event Permit Applications" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15-minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use). Each of the noise waiver Applications listed below coincides with an Application for a fireworks exhibition for the 2018 Seasonal Fireworks Displays, sponsored by Portofino and launched from a floating platform near the Portofino Pier on Pensacola Beach:

A. Application for May 27, 2018, 9:00 p.m. - 9:30 p.m.;
B. Application for June 1, 2018, 9:00 p.m. - 9:30 p.m.;
C. Application for June 8, 2018, 9:00 p.m. - 9:30 p.m.;
D. Application for June 14, 2018, 9:00 p.m. - 9:30 p.m.;
E. Application for June 22, 2018, 9:00 p.m. - 9:30 p.m.;
F. Application for June 29, 2018, 9:00 p.m. - 9:30 p.m.;
G. Application for July 4, 2018, 9:00 p.m. - 9:30 p.m.;
H. Application for July 13, 2018, 9:00 p.m. - 9:30 p.m.;
I. Application for July 20, 2018, 9:00 p.m. - 9:30 p.m.;
J. Application for July 27, 2018, 9:00 p.m. - 9:30 p.m.;
K. Application for August 3, 2018, 9:00 p.m. - 9:30 p.m.;

L. Application for August 10, 2018, 9:00 p.m. - 9:30 p.m.;
M. Application for September 2, 2018, 9:00 p.m. - 9:30 p.m.;
N. Application for October 27, 2018, 9:00 p.m. - 9:30 p.m.; and
O. Application for December 31, 2018, 11:59 p.m. - January 1, 2019, 12:30 a.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for each exemption approved in this recommendation.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of each waiver.

Attachments

Site Map
SRIA Approval
Application - May 27, 2018
Application - June 1, 2018
Application - June 8, 2018
Application - June 14, 2018
Application - June 22, 2018
Application - June 29, 2018
Application - July 4, 2018
Application - July 13, 2018
Application - July 20, 2018
Application - July 27, 2018
Application - August 3, 2018
Application - August 10, 2018
Application - September 2, 2018
Application - October 27, 2018
Application - December 31, 2018

PYRO SHOWS of Alabama

Show Name:	Portofino Island Resort 2018 Season
Show Location:	Barge on Pensacola Bay, Pensacola, Florida
Show Date:	2018 Season
Show Time	9:00 PM
Rain Date:	N/A

Maximim Shell Size:	4"
Safety Fallout Radius:	280'
Storage Required:	No
Diagram Created:	Thursday, January 11, 2018
Created By:	LEH/sb

Christy Rigney

From: Kara Gauntt <kara_gauntt@sria-fla.com>
Sent: Friday, April 13, 2018 11:09 AM
To: Christy Rigney; Anita Brooks-Ingram; Kelly J. Goad
Cc: Robbie Schrock; Charles R. Morgan (crmorgan@co.escambia.fl.us); Kevin Pachucki (kpachucki@escambiaso.com); Paolo Ghio
Subject: RE: Acknowledgement Letter
Attachments: 2018 Schedule.pdf

Christy,

Please consider this email acknowledgement of the fireworks display scheduled on Pensacola Bay at Portofino Island Resort-10 Portofino Drive, Pensacola Beach, FL 32561 for **Premier Island/Portofino Island's 2018 Resort Season starting May 27, 2018 @ 9:00PM.**

**Please use me as your point of contact from this point forward.

Thanks

Kara Gauntt

Santa Rosa Island Authority
Human Resources/Events Coordinator
1 Via de Luna
Pensacola Beach, FL 32561
Phone 850-932-2257
Cell 850-797-2957
Fax 850-932-1866
SRIA Mission:
"To preserve our natural resources, manage growth & promote eco-friendly tourism in a clean, safe community environment."

From: Christy Rigney [mailto:C.Rigney@pyroshows.com]
Sent: Friday, April 13, 2018 9:54 AM
To: Anita Brooks-Ingram <aingram@escambiaso.com>; Cheryle Dill <cheryle_dill@sria-fla.com>; Kelly J. Goad <KJGOAD@myescambia.com>
Subject: Acknowledgement Letter

Hello Everyone,

I hope all is well with you sweet ladies!!

Pyro Shows would like to inform you that we will be providing a fireworks display for Premier Island/Portofino Island's 2018 Resort Season starting May 27, 2018 @ 9:00PM. Please see scheduled attached.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 18047765 SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.	**Phone Number:** 800-662-1331	
Owner's Name: Lansden E Hill, Jr.	**Phone Number:** 423-494-4202	
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: May 27, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature: Jennifer E Hill	

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
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(850) 595-3550 - Phone
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www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 18047767 SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: June 1, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature: Lansden E Hill, Jr.	

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	18047771 SE
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202	
Owner's Address: P.O. Box 1776			
City: LaFollette	**State:** TN	**Zip Code:** 37766	
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: June 8, 2018	***Description of Activity:***
Beginning Time: 9:00PM / ***Ending Time:*** 9:30PM	Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature:	

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Pensacola, FL 32522-7248
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(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	18047774SE
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202	
Owner's Address: P.O. Box 1776			
City: LaFollette	**State:** TN	**Zip Code:** 37766	
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: June 14, 2018	***Description of Activity:***
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature: Jennifer F Adams	

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 1804 7791 SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: June 22, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature:	

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 1804 7794 SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: June 29, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature:	

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	18047796SE
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: July 4, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature: Lansden E Hill, Jr.	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	18047800SE
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202	
Owner's Address: P.O. Box 1776			
City: LaFollette	**State:** TN	**Zip Code:** 37766	
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: July 13, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 7/18/2018
Applicant Signature: Lansden E Hill Jr	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 18047802SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: July 20, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 7/18/2018
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 18047803SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: July 27, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature:	

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ESCAMBIA COUNTY, FLORIDA

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	1804 7804 SE
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: August 3, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 18041805SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.	**Phone Number:** 800-662-1331	
Owner's Name: Lansden E Hill, Jr.	**Phone Number:** 423-494-4202	
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: August 10, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 18047806 SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: September 02, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 4/18/2018
Applicant Signature: Lansden E Hill, Jr	

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(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	18047807SE
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: October 27, 2018	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: 9:00PM ***Ending Time:*** 9:30PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 11/8/2018
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 18047808 SE	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.	**Phone Number:** 800-662-1331	
Owner's Name: Lansden E Hill, Jr.	**Phone Number:** 423-494-4202	
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Barge on Pensacola Bay at 10 Portofino Dr. Pensacola, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: December 31, 2018-NYE	***Description of Activity:*** Fireworks display from a Barge-Pensacola Bay 10 Portofino Drive Pensacola, FL 32561. Premier Island/Portofino Island 2018 Season
Beginning Time: ~~Midnight~~ 11:59PM ***Ending Time:*** 12:30AM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 11/8/2018
Applicant Signature: Jennifer E Hill	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14072 **County Administrator's Report 14. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/17/2018
Issue: Pensacola Beach Congestion Management Plan - Phase III (Roundabouts with Pedestrian Underpasses)
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Pensacola Beach Congestion Management Plan - Phase III Improvements - Roundabouts with Pedestrian Underpasses - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the Pensacola Beach Congestion Management Plan - Phase III Improvements - Roundabouts with Pedestrian Underpasses:

A. Accept the Santa Rosa Island Authority (SRIA) Board's action at its May 9, 2018 regular meeting to proceed with Phase III design through 100% construction plans; or

B. Reject the SRIA Board's action and provide an alternate direction.

[Funding: LOST IV - Public Works Transportation Fund; $1,341,682.33 - $256,825.00 for Phase II - Additional Parking Areas, and $1,084,857.33 for Phase III Roundabouts with Pedestrian Underpasses.

Phase III total - $1,084,857.33 - $179,575.85 (paid to date) = $905,281.48 (balance as of 03/26/18)]

BACKGROUND:

Meeting in regular session on February 18, 2016, the Board approved a contract with Volkert, Inc., to develop a congestion management plan for Pensacola Beach in efforts to identify traffic-related issues, provide recommendations to relieve those issues, and conduct a strong public involvement phase throughout development of the plan.

Dating back to 2010, multiple studies have been conducted on Pensacola Beach, including the plan initiated by the Santa Rosa Island Authority (SRIA) and developed by EDSA (the firm which provided the first Pensacola Beach Master Plan) to address the traffic issues. The Pensacola Beach Congestion Management Plan (CMP) is a separate document from the EDSA Master Plan, which provided an extensive public involvement aspect, provided several recommended transportation-related projects (both short- and long-term improvements) in order to alleviate some of the traffic congestion on the Island, and identified the key factors causing the traffic issues.

It has been determined that the traffic congestion on Pensacola Beach is primarily caused by three main components during peak times: the existing traffic signal at the Via de Luna Drive/Fort Pickens intersection, vehicular/pedestrian conflicts, and inadequate parking during peak times.

The CMP has addressed the key components that are causing the congestion on Pensacola Beach with the understanding that all of the key components are equally important and all must be addressed in the long term to have a positive impact on traffic congestion now and in the future.

The Board, at a Special Meeting held May 30, 2017, reviewed and approved the CMP while recommending staff to proceed with design for Phases II (additional parking areas) and III (roundabouts with pedestrian underpasses).

The Board, at a Special Meeting held July 27, 2017, reviewed and approved a contract amendment with Volkert, Inc. for the negotiated amount of $256,825 for Phase II - Additional Parking Areas, and the negotiated amount of $1,084,857.33 for Phase III - Roundabouts with Pedestrian Underpasses, for a total of $1,341,682.33. However, the Board requested at its November 2, 2017 regular meeting that staff "pause" the design process for Phase III at 60% to re-engage the public with additional workshops, then seek SRIA Board recommendation for the BCC on whether to proceed beyond 60% design for Phase III.

Staff received 60% design plans for Phase III from Volkert, Inc. on April 20, 2018, and then held the first of two Pensacola Beach CMP public workshops on April 23, 2018 at the Our Lady of Assumption Church on Pensacola Beach, FL for public involvement and comment. The workshop was well attended, and staff received numerous public comment cards regarding the proposed improvements.

The second public workshop was held Tuesday, May 1, 2018 at the downtown BCC Chambers, which was then be followed by the SRIA Board Meeting for recommendation on May 9, 2018. The SRIA Board recommended (via 5-1 vote) that the County proceed with the design phase for Phase III through 100% construction plans. The Board requested that staff and Volkert be sure to carefully consider the 4 following items through the remainder of the design phase:

1) Detailed construction timeline
2) Impacts to businesses and properties during construction

3) Return on investment
4) Continue to monitor newly installed ATMS traffic signal equipment for operational efficiencies

The Pensacola Beach CMP, Phase III 60% design, and all other meeting materials provided at the public workshops can be found at: myescambia.com/pensacola-beach/congestion-management-plan.

See the attached PowerPoint Presentation including the project materials presented at the April 23rd and May 1st public workshops.

BUDGETARY IMPACT:

Funding Source: Funds available in LOST IV - Public Works Transportation Fund - $1,341,682.33 - $256,825.00 for Phase II - Additional Parking Areas, and $1,084,857.33 for Phase III - Roundabouts with Pedestrian Underpasses.

Phase III total - $1,084,857.33 - $179,575.85 (paid to date) = $905,281.48 (balance as of 03/26/18).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon direction, staff will coordinate with Volkert regarding the Board's recommended action, and continue to engage the public throughout the project process.

Attachments

PB CMP Presentation_20180517

Pensacola Beach Congestion Management Plan

BOARD OF COUNTY COMMISSIONERS

Board Chambers
Suite 100
Ernie Lee Magaha Government Building - First Floor
221 Palafox Place

May 17, 2018
5:30 p.m.

www.myescambia.com/pensacola-beach/congestion-management-plan

Pensacola Beach
Congestion Management Plan

my escambia

Public Involvement

- Multiple Public Involvement Workshops
  - April 28, 2016
  - October 25, 2016
  - February 23, 2017
  - May 30, 2017
  - April 23, 2018
  - May 1, 2018

Phase I Improvement Projects – Aerial View

PENSACOLA BEACH CONGESTION
MANAGEMENT PLAN
SHORT TERM DESIGN/CONSTRUCTION PROJECTS

VOLKERT
6601 N. DAVIS HWY, SUITE 53
PENSACOLA, FL 32504
Telephone: (850) 477-7485

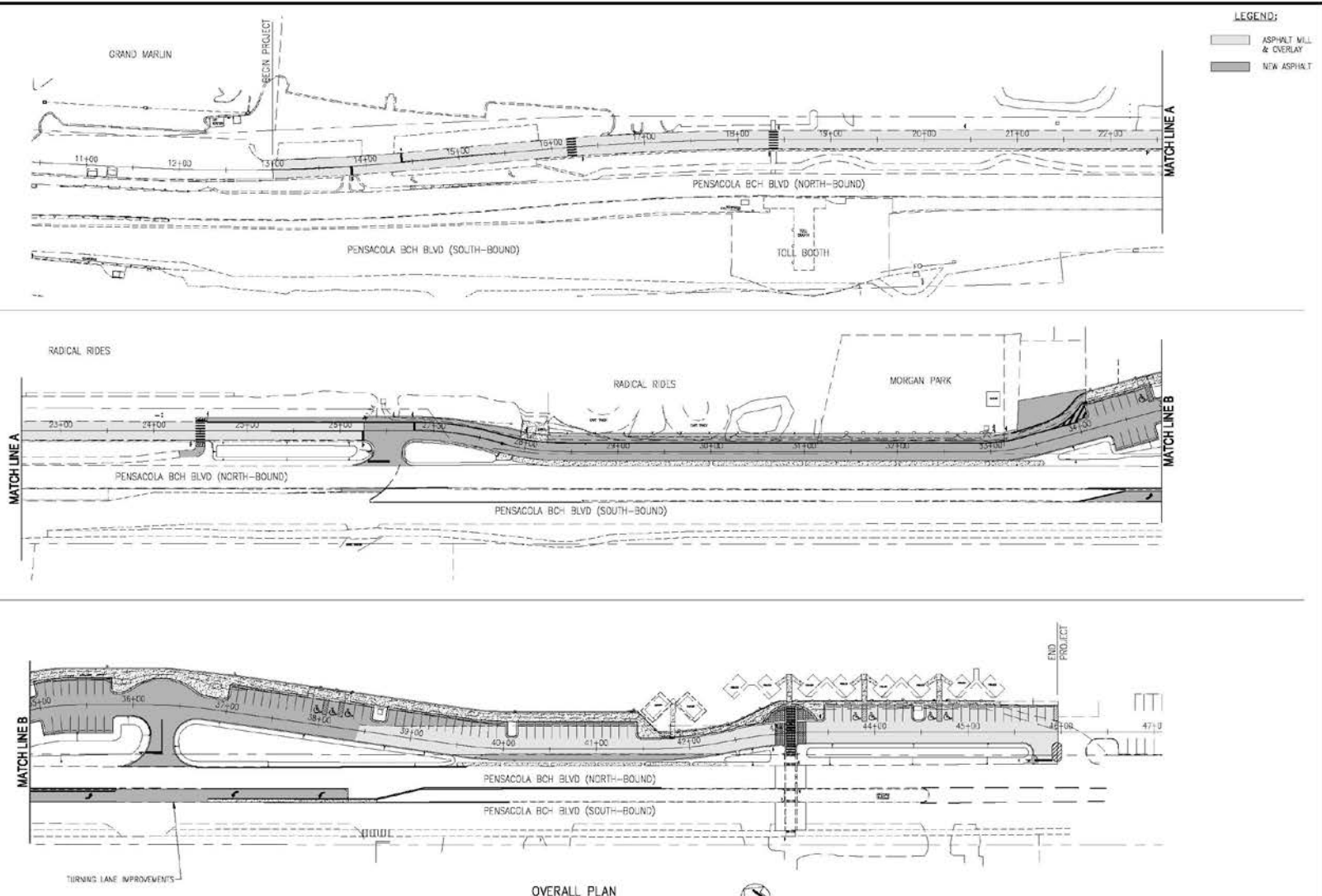
DRAWING NUMBER
PROJECT NUMBER 635500.WR
SURVEY NUMBER
SHEET 1 OF 1

VOLKERT

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
PHASE II - NEW CASINO BEACH PARKING AREA

VOLKERT

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
PHASE II - CASINO BEACH PARKING LOT INTERSECTION IMPROVEMENTS



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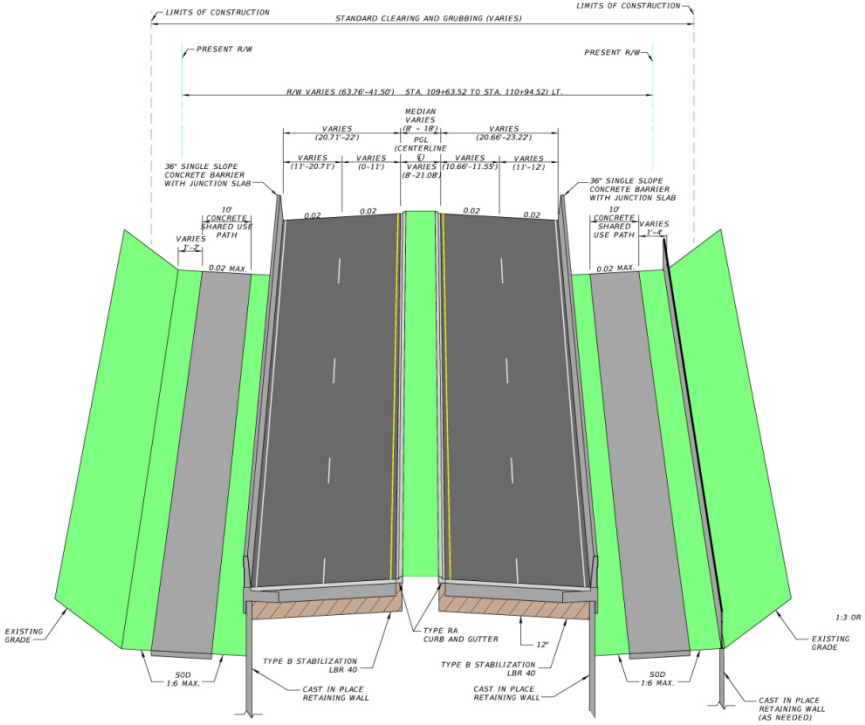
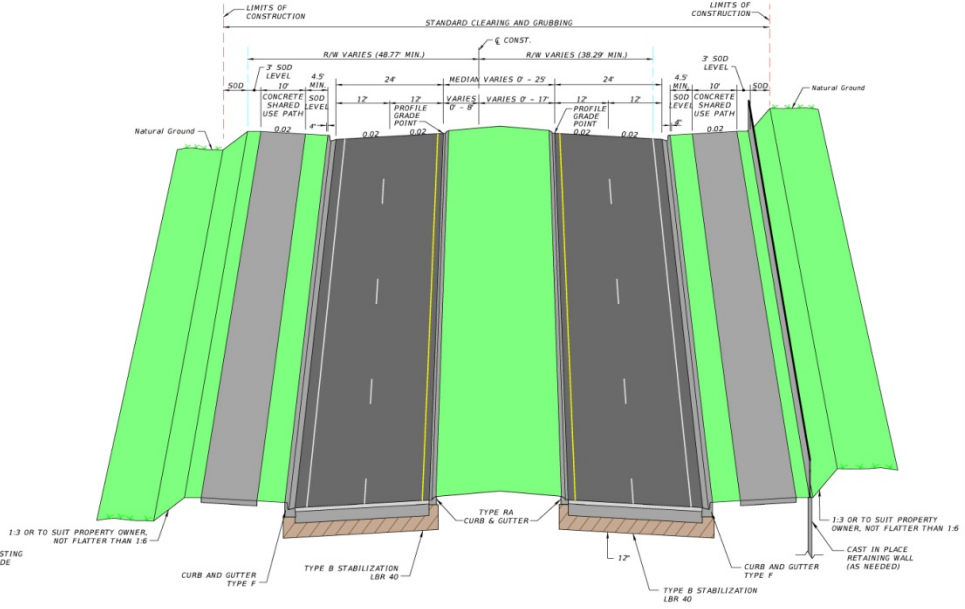
VOLKERT

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
PHASE III - OVERALL PLAN VIEW



TYPICAL SECTION
FORT PICKENS ROAD



TYPICAL SECTION
VIA DE LUNA DRIVE / PENSACOLA BEACH BLVD.

ESCAMBIA COUNTY FLORIDA

VOLKERT

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
PHASE III - TYPICAL SECTIONS

ESCAMBIA COUNTY FLORIDA

VOLKERT

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
PHASE III - MAINTENANCE OF TRAFFIC

It is anticipated the construction duration of this project MAY be greater than the length of the tourist off season which runs from Memorial Day to Labor Day. The proposed TTC has four (4) major phases. Each phase is described below. TRAFFIC LANE REDUCTIONS AND TEMPORARY LANE CLOSURES ARE NOT ALLOWED DURING TOURIST SEASON. Phase 1 through Phase 2b must be completed prior to tourist season.

Phase 1

Install all required Advance Warning Signing and Portable Changeable Variable Message Signs

Phased construction to be done during off season to allow lane closures (allow one lane in each direction)

a) Construct Permanent Drainage and Temporary Drainage south of proposed diversion
b) Construct Temporary Diversion of Pensacola Beach Blvd. with the exception of the tie in points at Pensacola Beach Blvd. / Via DeLuna and Ft. Pickens Rd.
c) Phase Construct and raise Ft. Pickens Road to the elevation of the Temporary Diversion
d) Adjust Signal Heads and Shift Traffic to northern portion of Pensacola Beach Blvd. / Via DeLuna (one lane in each direction)
e) Raise profile of Pensacola Beach Blvd. / Via DeLuna at the beginning /end of the project to accommodate the ultimate roadway profile and project "tie-ins" on each end (also matches Temporary Diversion tie ins)
f) Construct Temporary Signal at Ft. Pickens and complete Pensacola Beach Blvd. Diversion tie-ins

Phase 2

Install all required Advance Warning Signing and Portable Changeable Variable Message Signs

a) Provide Bicycle and Pedestrian Connectivity at multiple locations (TBD)
b) Activate temporary signal and shift traffic to Temporary Diversion (including all pavement markings/striping)
c) Construct Pedestrian Underpasses on Pensacola Beach Blvd.; Construct Pensacola Beach Blvd. and Main Roundabout and northern portion of Ft. Pickens Rd.; Construct Walls, Drainage Lift Station(s), Drainage Systems; Construct Northern Portion of Via DeLuna Roundabout including Curbs and Islands where feasible. Install pavement markings and striping.

Phase 3

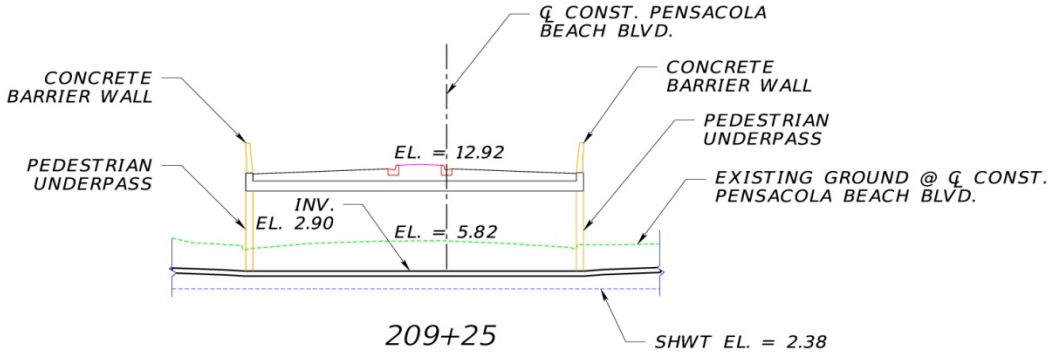
Install all required Advance Warning Signing and Portable Changeable Variable Message Signs

a) Shift traffic on newly constructed Pensacola Beach Blvd. / Via DeLuna
b) Complete southern portion of Via DeLuna Roundabout (Paving, Curbs and Islands) while maintaining traffic (all lanes must remain open during Season)
c) Remove temporary diversion and restore to preconstruction conditions or as noted in the plans
d) Phase Construct Ft. Pickens Roadway, Drainage and Pedestrian Underpass
e) Construct medians

Phase 4

Install all required Advance Warning Signing and Portable Changeable Variable Message Signs

- *Complete project tie-ins; Complete Final Striping and Pavement Markings; Complete final grassing and other incidental items*



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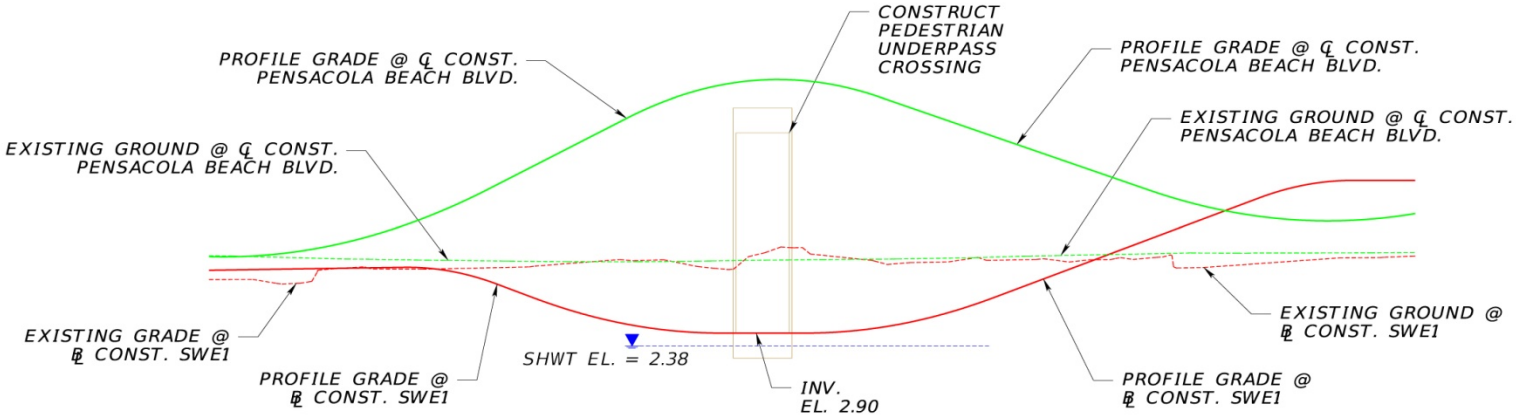
CROSS SECTION

N.T.S.

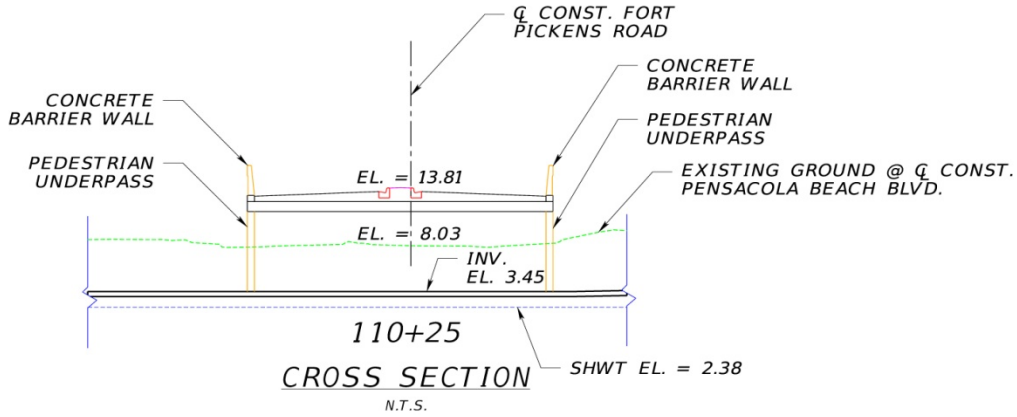


PROFILE

N.T.S.

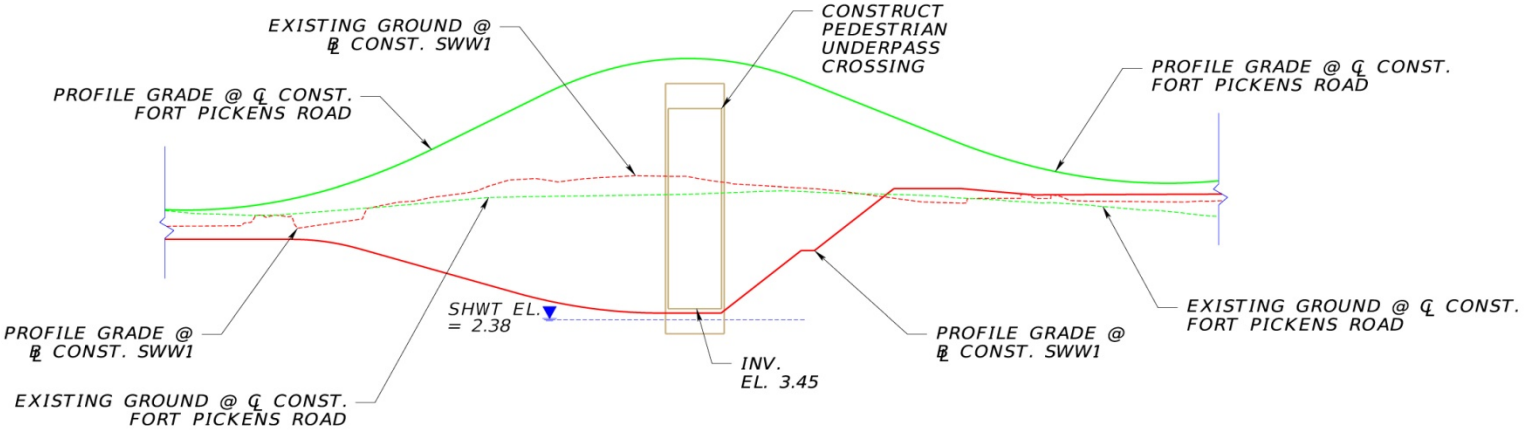
VOLKERT

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
PHASE III-PENSACOLA BEACH BLVD.
PEDESTRIAN BOARDWALK UNDERPASS PROFILE / CROSS SECTION



CROSS SECTION

N.T.S.

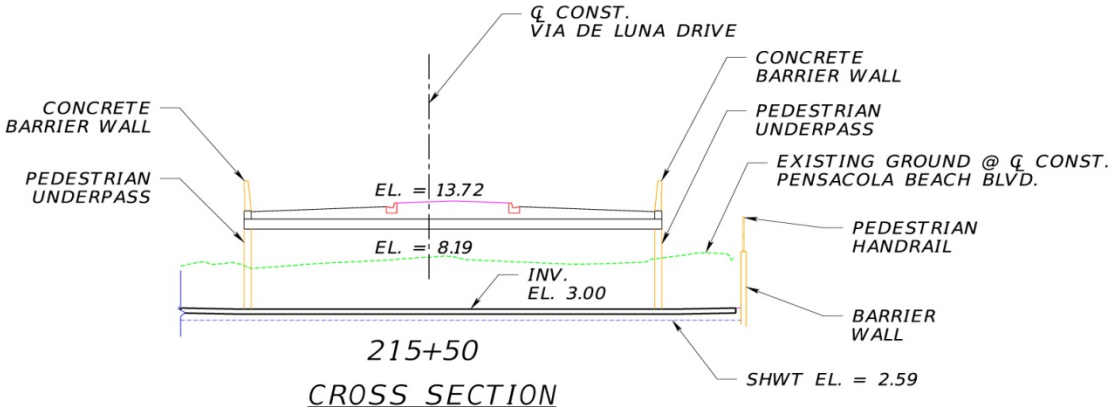


PROFILE

N.T.S.

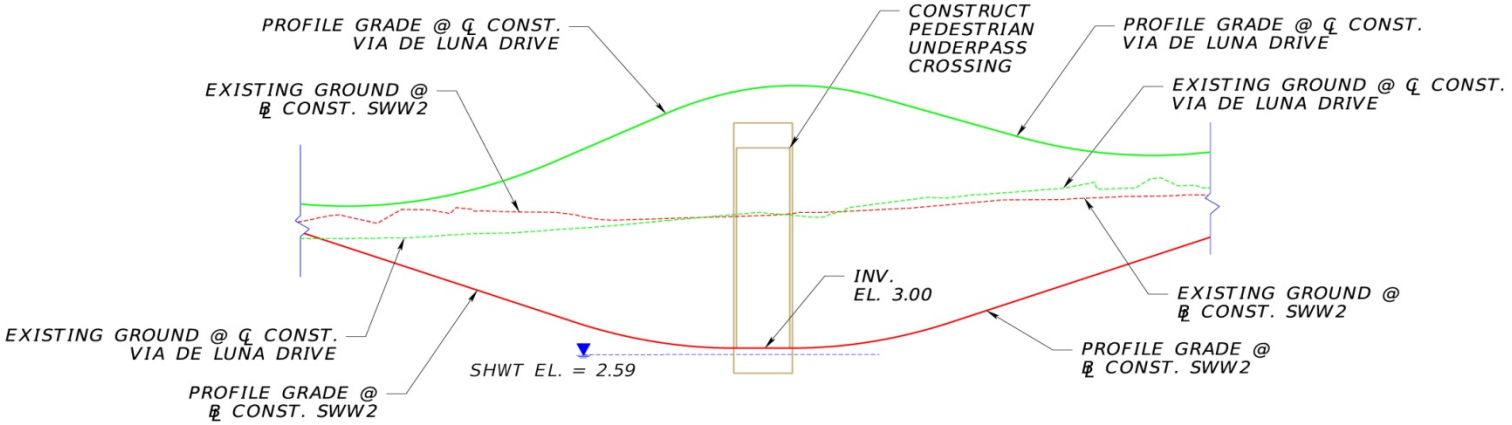
VOLKERT

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
PHASE III-FORT PICKENS ROAD
UNDERPASS PROFILE / CROSS SECTION



CROSS SECTION

N.T.S.



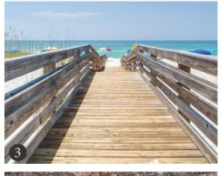
PROFILE

N.T.S.

VOLKERT

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN
PHASE III-PENSACOLA BEACH BLVD. / VIA DE LUNA DRIVE
PEDESTRIAN UNDERPASS PROFILE / CROSS SECTION

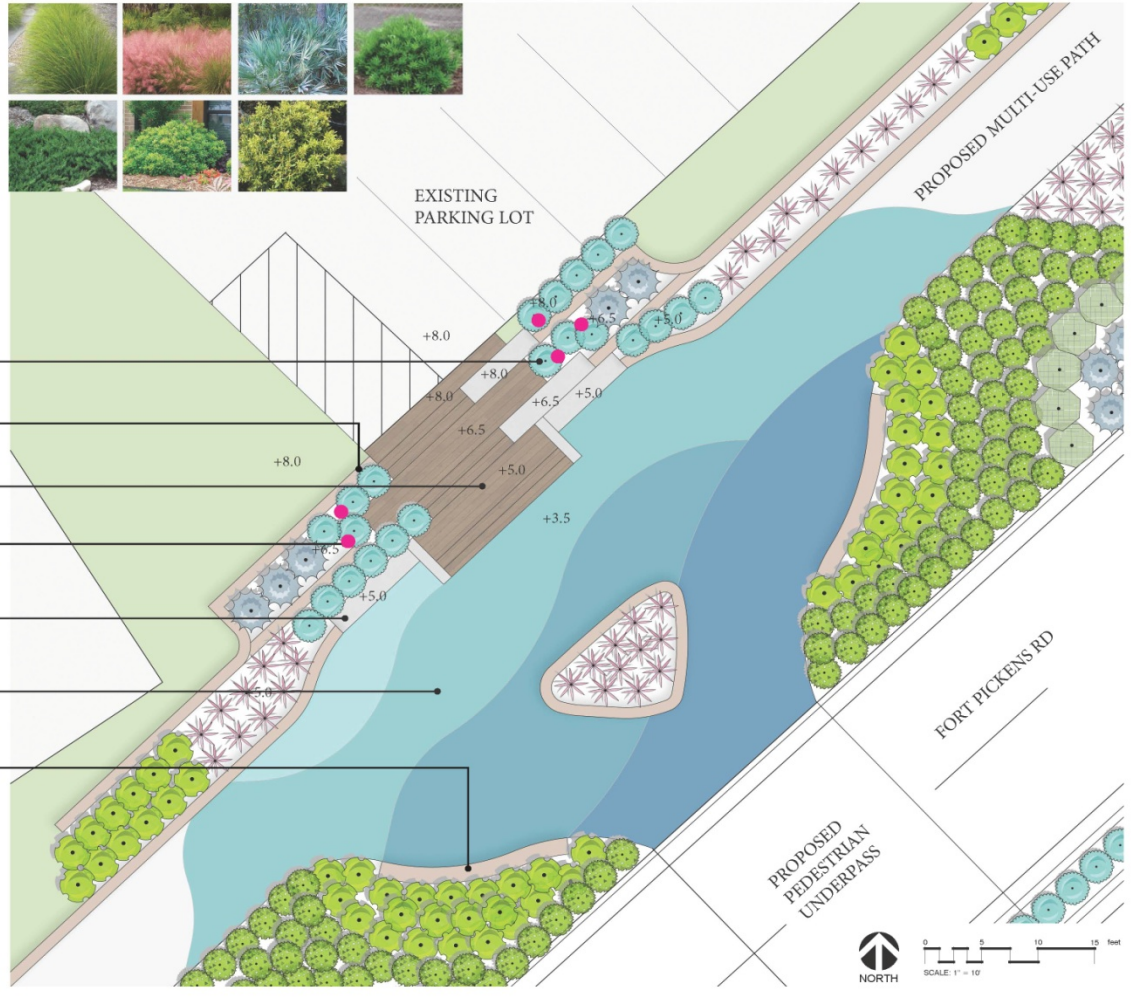
PLAZA LOCATION C



1. TERRACED LANDSCAPE
2. RETAINING WALL (FORT PICKENS BRICK)
3. STEPS (BOARDWALK DECKING)
4. VERTICAL LIGHTING ELEMENT
5. CONCRETE SEATING

COLORED CONCRETE

SEAT WALL



PENSACOLA BEACH PEDESTRIAN UNDERPASS PLAZA CONCEPTUAL PLAN - LOCATION C

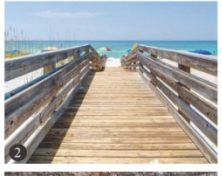
PENSACOLA, FLORIDA APRIL 2018

301 SCHUBERT DRIVE - PENSACOLA, FLORIDA 850-479-4653 WWW.JERRYPATEDESIGN.COM

ESCAMBIA COUNTY FLORIDA

Jerry Pate Design

PLAZA LOCATION E



1. TERRACED LANDSCAPE
2. STEPS (BOARDWALK DECKING)
3. RETAINING WALL (FORT PICKENS BRICK)
4. VERTICAL LIGHTING ELEMENT
5. CONCRETE SEATING

COLORED CONCRETE

LANDSCAPE BED

PENSACOLA BEACH PEDESTRIAN UNDERPASS PLAZA CONCEPTUAL PLAN - LOCATION E

PENSACOLA, FLORIDA APRIL 2018

301 SCHUBERT DRIVE - PENSACOLA, FLORIDA 850-479-4653 WWW.JERRYPATEDESIGN.COM

ESCAMBIA COUNTY FLORIDA

Jerry Pate Design

PBCMP- Phase III- 60% Plans - Overall Engineers Opinion of Costs
See included supplemental sheets for cost breakdowns

Adjacent Parking Areas	$595,032.50
Lighting	$248,650.00
Underpass Drainage	$892,580.00
Retaining Walls and Culverts	$1,647,767.13
Landscape, Irrigation and Hardscape(Plaza)	$636,165.00
Roadway(complete)	$3,230,994.24
MOT(15% Roadway)	$484,649.14
Contingencies(10%)	$773,583.80
Total Construction	$8,509,421.81
Construction Engineering Inspections(CEI)(8%)	$680,753.75
Gulf Power Utility Relocates*	$3,500,000.00
ECUA Waterline Relocates	$55,346.58
ECUA Sewer Relocates**	$94,267.07
Total w/ Utility Relocates	$12,745,522.14

*Gulf Power represenatives provided a Non-Binding High Level Budgetary Estimate to relocate/upgrade their facilities within the right-of-way to accomdate the proposed project via email on 4-2-18. Gulf Power has stated that if the county does not pay for the relocation they will relocate power and replace with above ground facilities.

** ECUA responsible for costs per agreeement with Escambia County. Not included in overall costs.

Construction Cost Estimate

my escambia

Board Direction

That the Board take the following action:

A. Either accept the Santa Rosa Island Authority (SRIA) Board action at its May 9, 2018 regular meeting to proceed with Phase III design through 100% construction plans; or

B. Reject the SRIA Board action and provide an alternate direction.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14153 **County Administrator's Report 14. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/17/2018
Issue: Request to add Escambia Library System sites to the USDA Summer Feeding Program
From: Todd Humble, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the USDA Summer Feeding Program in Escambia County - Todd Humble, Library Services Director

That the Board grant approval for the West Florida Public Library System to operate the free USDA summer meal service for children in areas of Escambia County.

BACKGROUND:
The Summer Food Service Program (SFSP) ensures that low-income children continue to receive nutritious meals when school is not in session. This service is offered at no cost to the communities it serves. Escambia County has taken part in the past and would like to do so again. This program has been operated at the Quintette Community Center, Carver Park, Wedgewood, Brownsville, Ebenwood, and will so again this year with the addition of the Pensacola Library, Molino Branch Library, and the Century Branch Library as three new sites for access to this service with the approval of the BoCC.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Escambia County legal department has been provided the details of the program.

PERSONNEL:

Library Services personnel will run the program. All three sites requested will offer hot lunches Monday thru Friday and the Molino and Pensacola sites will offer the cold breakfast option from 9am to 10am prior to library opening.

POLICY/REQUIREMENT FOR BOARD ACTION:

Because this will be a county operated program, approval of the Board is sought.

IMPLEMENTATION/COORDINATION:

Library Services will run the program over the summer of 2018 ending the first week of August.

Attachments

Summer Feeding Program

Library Board of Governance Meeting Minutes

The Summer Feeding Program

Summer means no school—but it may also mean no free/reduced lunch for eligible children in our 24-county service area. To help fill this gap, we offer the Summer Food Service Program funded by the USDA. Sites involved in this program serve breakfast, lunch, and/or snacks to children in their community.

SAMPLE MEAL

Requirements to Participate

- The communities where the sites are located have at least 50% or more of families who are eligible for the free or reduced lunch at their school.
- Sites must be open to all children 18 years old or younger.
- Sites must obtain a health department food inspection, which is arranged by the food bank.
- Sites can choose the days, times, and meals you would like to serve. Meals can be served outside.
- Completely free USDA program. The food bank provides all of the materials and food needed for the program and deliver meals daily to the site. There is no cooking needed for this program. All meals and snacks come ready to serve.
- Site's responsibilities include: attending Feeding the Gulf Coast's Summer Food Training, having someone be onsite for deliveries, daily meal count paperwork, and serving the children.

CONTACT:

Jessica Leggett, *Florida Child Nutrition Program Manager*
Phone: (850) 626-1332 ext. 2103 | E-mail: jleggett@feedingthegulfcoast.org

FEEDING® THE GULF COAST
MEMBER OF FEEDING® AMERICA

This institution is an equal opportunity provider and employer.

visit: *www.feedingthegulfcoast.org/summer-feeding-program/*

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. **This institution is an equal opportunity provider.**

Minutes of the WFPL Board of Governance
Regular Board Meeting held Monday, February 26, 2018 @ 4:00 PM CST
at the Pensacola Library, 239 North Spring St., Pensacola, FL 32502

Board Members Present:

- David J. Bryant, Library Board of Governance, Chairman
- Sally Fox, Library Board of Governance, Vice Chairman
- Lynne Tobin, Library Board of Governance Member
- Dr. Carol B. Tanksley, Library Board of Governance Member
- Dr. Rebecca Temple, Library Board of Governance Member

Board Members Absent:

N/A

Library Administration Present:

- Todd Humble, Director
- Kristine Crane, Library Manager
- John Shelton, Director's Aide

I. Call to Order

Mr. Bryant called the meeting to order at 4:40 p.m.

II. Pledge of Allegiance

Ms. Crane led the Pledge of Allegiance to the Flag of the United States.

III. Approval of Agenda

- The Agenda was approved unanimously.

IV. Public Forum

- The two prospective members of the Board were in attendance. Dr. Patricia Barrington and Dr. Laura Bryant will begin their terms March 1st, 2018.

V. Friends' Reports

- The Friends' reports were not available at the time of the meeting.

VI. Approval of the Minutes

- One correction was made to the minutes of January 22, 2018. Ms. Tobin made a motion to approve the minutes as corrected, Dr. Temple seconded the motion, and the minutes were unanimously approved.

VII. Chairman's Report

- Mr. Bryant spoke with the Board about finalizing the Board of Governance Manual.

VIII. Library Director's Report

- Mr. Humble briefed the Board about the previous month's statistics.
- Mr. Humble briefed the Board about the previous month's finances.
- Mr. Humble presented to the Board his desire to make WFPL a fine-free library system.
- Mr. Humble briefed the Board on his plans for the discontinuing of the Bookmobile service until we receive the new van that is currently up for bid. A motion was made to allow Mr. Humble to pay for the vehicles and any accessories for the vehicles out of Library reserve funds. The motion was seconded by Ms. Tobin and passed unanimously.
- Mr. Humble presented his plans for the Feeding Young Minds program for the summer. A motion was made by Dr. Temple to support WFPL's Read and Feed program. The motion was seconded by Ms. Fox and the motion passed unanimously.

XII. Unfinished Business

- There was no unfinished business.

XIII. New Business

- Mr. Humble presented his rough estimated budget for the FY 18-19 year.
- Mr. Humble presented several changes to the ILL and Privacy Policy. The Board members are to review them before the next meeting.

XIII. Future Meeting Schedule and Location

Next Regular Meeting: Monday, March 26, 2018 @ 4:00 PM CST at the
Tryon Branch Library, 1200 Langley Ave., Pensacola, FL 32504.

XIV. Adjournment

Meeting was adjourned by Mr. Bryant at 7:14 pm.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14152 **County Administrator's Report 14. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/17/2018
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. Washington High School Quarterback Club, Inc., in the amount of $500;

B. American Cancer Society, in the amount of $5,000;

C. J.M. Tate High School FFA Foundation, Inc., in the amount of $7,500; and

D. Florida House Washington DC, 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):

Washington High School Quarterback Club Inc. - $500
American Cancer Society - $5,000
J.M. Tate High School FFA Foundation Inc. - $7,500
Florida House Washington DC 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

Washington High School Quarterback Club Inc
American Cancer Society
J.M. Tate High School FAA Foundation Inc
Florida House Washington DC 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

May 4, 2018

Washington High School Quarterback Club Inc.
Attn: James Harris
4034 Elmcrest Drive Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 15, 2018.

Dear James Harris,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $500. 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)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTIONAL/ADVERTISING 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: Washington High School Quarterback Club, Inc DATE 04/15/2018

POINT OF CONTACT James Harris PH#

EMAIL ADDRESS: erupnu@gmail.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 07/31/2018 AMOUNT REQUESTED: $ 1,500

CHECK PAYABLE TO: Washington High School Quarterback Club, Inc

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 4034 Elmcrest Dr City Pensacola State FL Zip Code 32504

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 JEH (initial)

NAME OF CERTIFYING OFFICIAL
James E Harris, Jr

TITLE OF CERTIFYING OFFICIAL
Operations Manager

SIGNATURE (Digital)
James Harris Digitally signed by James Harris Date: 2018.04.19 12:12:07 -05'00'

DATE
04/15/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $500.00
SHERIFF		☑	☐	

CFO ASSISTANT Date processed 5/4/18

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055

DAVID MORGAN, SHERIFF

DATE 5/4/18

12/2017

ORIGINAL

ORGANIZATION/AGENCY NAME:

Washington High School Quarterback Club, Inc

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - 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

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 Booker T. Washington High School Football Program provides high school boys with a variety of character-building opportunities, encourage physical activity, as well as the opportunity to hone their football skills for possible college scholarships. Programs like ours are vital because they keep our children engaged in a positive educational environment and off of the streets.

As part of our football season, we want to keep a continual reminder to our players, as well as visiting players that drugs are not acceptable. As a constant reminder, a 3' x 8' full color vinyl banner of your approval will be placed near our entrance. This message will serve as a constant reminder to all who attend our campus to stay free from drugs. Funds will be used to purchase equipment, gear, tournaments, as well as make improvements to the field.

In addition, we welcome any and all representatives to join us during any home game to watch and cheer for our boys the Washington High School Wildcats. Please contact us for a complete schedule of games.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
401 W. PEACHTREE ST. NW
ATLANTA, GA 30365

DEPARTMENT OF THE TREASURY

Date: NOV 29 1994

WASHINGTON HIGH SCHOOL QUARTERBACK CLUB INC
C/O ROBERT HEATH
902 EAST GADSDEN STREET
PENSACOLA, FL 32501

Employer Identification Number:
59-3215862
Case Number:
584326012
Contact Person:
ROBERTA VAN METER
Contact Telephone Number:
(404) 331-0185

Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
September 27, 1993
Advance Ruling Period Ends:
December 31, 1997
Addendum Applies:
Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

WASHINGTON HIGH SCHOOL QUARTERBACK

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your 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.

Donors may deduct contributions to you only to the extent that their contributions are gifts with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If you are required to file a return, you must file it by the 15th day of

the fifth month after the end of your annual accounting period. We charge a penalty of $10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Nelson A. Brooks
District Director

Enclosure(s):
Addendum
Form 872-C

WASHINGTON HIGH SCHOOL QUARTERBACK

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of $10 per day for each day there is failure to comply (up to a maximum of $5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

If your organization conducts fund-raising events, such as benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts, in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Charities Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your local IRS Office. Guidelines for deductible amounts are also set forth in Revenue Ruling 67-246, 1967-2 C.B. 104 and Revenue Procedure 90-12, 1990-1 C.B. 471 and Revenue Procedure 92-49, 1992-26 I.R.B. 19.

The value of time or personal services contributed to your organization by volunteers is not deductible by those volunteers as a charitable contribution for Federal income tax purposes. You should advise your volunteers to this effect.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 5 1995

WASHINGTON HIGH SCHOOL QUARTERBACK
CLUB INC
C/O ROBERT N HEATH JR
PO BOX 9114
PENSACOLA, FL 32513-9114

Employer Identification Number:
59-3215862
DLN:
17053108844036
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199

Our Letter Dated:
November 1994
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

C. Ashley Bullard

District Director

Letter 1050 (DO/CG)

N08000008829

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer: Per Ms Lynn Dukes Conversation on 9/23/08 it was OK to correct Article III to add the word Directors.

8:15

Office Use Only

300135401303

09/08/08--01030--003 **78.75

FILED
08 SEP 22 AM 8:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EP 9/23/08

W08000041820

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Washington High School Quarterback Club, INC.
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

☐ $70.00 Filing Fee	☒ $78.75 Filing Fee & Certificate of Status	☐ $78.75 Filing Fee & Certified Copy	☐ $87.50 Filing Fee, Certified Copy & Certificate

ADDITIONAL COPY REQUIRED

FROM: Lynn P. Dukes
Name (Printed or typed)

3375 Rommitch Ct.
Address

Pensacola, FL 32504
City, State & Zip

(850) 432-9529
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

RECEIVED
08 SEP 22 AM 8:00

FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 9, 2008

LYNN P. DUKES
3375 ROMMITCH CT.
PENSACOLA, FL 32504

SUBJECT: WASHINGTON HIGH SCHOOL QUARTERBACK CLUB, INC.
Ref. Number: W08000041820

We have received your document for WASHINGTON HIGH SCHOOL QUARTERBACK CLUB, INC. and your check(s) totaling $78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 617.0202(d), Florida Statutes, requires the manner in which directors are elected or appointed be contained in the articles of incorporation or a statement that the method of election of directors is as stated in the bylaws.

The document is illegible and not acceptable for imaging. We ask that you type or carefully print the information in the appropriate blocks.

Please add an additional sheet Article III Purpose. Also bylaws are not file with our office.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6062.

Eula Peterson
Regulatory Specialist II

Letter Number: 608A00049275

ARTICLES OF INCORPORATION

In Compliance with Chapter 617, F.S., (Not for Profit)

ARTICLE I NAME

The name of the corporation shall be:

Washington High School Quarterback Club, Inc.

ARTICLE II PRINCIPAL OFFICE

The principal **street** address and mailing address, if different is:

6000 College Pkwy
Pensacola, FL 32504

Mailing Address: PO Box 9114
Pensacola, FL 32513

ARTICLE III PURPOSE

The purpose for which the corporation is organized is:

To bring together persons interested in Washington High School Football to provide an effort toward promoting football programs at Washington High; To give recognition to Washington students who have engaged in Football and Cheerleading and show appreciation for their efforts in representation of their school.

ARTICLE IV MANNER OF ELECTION

The manner in which the directors are elected or appointed:

Directors are elected from and by the general membership at the annual meeting.

ARTICLE V INITIAL DIRECTORS AND/OR OFFICERS

List name(s), address(es) and specific title(s):

See Attached Sheet

FILED
08 SEP 22 AM 8:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE VI INITIAL REGISTERED AGENT AND STREET ADDRESS

The **name and Florida street address** (P.O. Box **NOT** acceptable) of the registered agent is:

Lynn P. Dukes
3375 Rommitch Ct.
Pensacola, FL 32504

ARTICLE VII INCORPORATOR

The **name and address** of the Incorporator is:

Lynn P. Dukes
3375 Rommitch Ct.
Pensacola, FL 32504

****

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Lynn P. Dukes
Signature/Registered Agent

9-18-08
Date

Lynn P. Dukes
Signature/Incorporator

9-18-08
Date

Article V Initial Directors and/or Officers

P: Nelson Pipkins
2374 Escambia Ave.
Pensacola, FL 32503

VP: Jack Onkka
3199 Raines Ct.
Pensacola, FL 32514

S: Vicki Ronan
3365 Rommitch Ct
Pensacola, FL 32504

T: Lynn Dukes
3375 Rommitch Ct
Pensacola, FL 32504

FILED
08 SEP 22 AM 8:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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.
Washington High School Quarterback Club, 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 Non-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.
6000 College Parkway

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32504

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	–	3	2	1	5	8	6	2

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 ▶ [signature] Date ▶ 4-1-18

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.*

0000004 03/12/14

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012567573C-5	03/31/2014	03/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WASHINGTON HIGH SCHOOL QUARTERBACK CLUB
INC
6000 COLLEGE PKWY
PENSACOLA FL 32504-7937

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

May 4, 2018

American Cancer Society
Attn: Scott Barrow
5401 Corporate Woods Drive, Suite 100 Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 16, 2018.

Dear Scott Barrow,

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 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.

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: American Cancer Society DATE 04/16/2018

POINT OF CONTACT Scott Barrow PH# (850) 516-6371

EMAIL ADDRESS: Scott.barrow@regions.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 06/01/2018 AMOUNT REQUESTED: ~~$ 15,000~~ $5,000.00

CHECK PAYABLE TO: American Cancer Society

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 5401 Corporate Woods Dr, Suite 100 City Pensacola State FL Zip Code 32504

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
Laura McWilliams

TITLE OF CERTIFYING OFFICIAL
Development Manager

SIGNATURE (Digital)
Laura McWilliams Digitally signed by Laura McWilliams Date: 2018.04.16 23:29:05 -05'00'

DATE
04/16/2018

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 5/14/18

DAVID MORGAN, SHERIFF

DATE 5/14/2018

If we give less we will need to verify what will be provided to see if it meets guidelines CH

ORIGINAL

ORGANIZATION/AGENCY NAME:

American Cancer Society

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

See Attachment

Pensacola Cattle Barons' Ball
Fact Sheet 2018

What: The Cattle Barons' Ball is a one-of-a-kind event celebrating 18 years in Pensacola This year's event promises to entertain everyone with the Wild Wild West II theme while continuing to honor the Cattle Barons' tradition and the American Cancer Society. You can still count on gourmet western food, the city's best live and silent auctions in a festive, themed atmosphere. Plan to wear your cowboy boots and enjoy the night at one of the premier fundraising events of the year..

When: Friday, August 24, 2018
6:00 P.M.—Midnight

Where: Pensacola Bay Center

Event Chairs: Scott and Jennie Barrow

Sponsorship Opportunities:

RHINESTONE	$15,000
WRANGLER	$10,000
BUCKAROO	$ 7,500
GAUCHO	$ 5,000
RANCHER	$ 3,500
OUTLAW	$ 2,500

Invitations Mailed: 2000

Attendance: 500+

Funds Raised: Since inception in 2000 the Pensacola Cattle Barons' Ball has raised close to $1.5M.

Why: The Pensacola Cattle Barons' Ball has a history of being one of the premier fund raising events in our community. Sponsors of this event are given a unique opportunity to promote their brand, logo and message to some of the most influential leaders of the community.

Sponsors can use this opportunity to showcase its most important community initiatives in a most impactful way and with an audience of influencers, unlike any other in the Greater Escambia area.

GOUCHO $5,000

As a *GOUCHO SPONSOR*, you will be recognized as a champion in the fight against cancer. In appreciation for your support, you will be awarded the following amenities:

Participant Benefit:

- Reserved seating for ten (10) at the Cattle Barons' Ball with corporate table sign
- Invitation to the VIP Magazine Preview Party
- One VIP reserved parking space
- Exclusive concierge table service
- Complimentary group photo (taken at the VIP Magazine Preview Party)

Recognition Benefit includes Name/Logo *prominently* displayed as follows:

- Logo prominently displayed as the GOUCHO SPONSOR in the Cattle Barons' Ball invitation sent to 1500 of the Pensacola's most prominent households
- Full page color GOUCHO SPONSOR advertisement (sponsor created) in the Cattle Barons' Ball evening program given to 500+ guests
- Recognized as the GOUCHO SPONSOR on signage prominently located at the entrance to the Ball and on video screens throughout the Ball
- Recognition as the GOUCHO SPONSOR by Master of Ceremonies
- Recognition in print and electronic media (magazine, radio, social media, website) and promotions leading up to the event and post event
- Logo on Cattle Barons' Ball T-shirts worn by event volunteers

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: March 30, 2016

AMERICAN CANCER SOCIETY INC
NATIONAL HOME OFFICE
250 WILLIAM ST 4TH FLOOR
ATLANTA GA 30303

Person to Contact:
Mrs. Brown 02=02975
Toll Free Telephone Number:
877-829-5500
Employer Identification Number:
13-1788491
Group Exemption Number:
0580

Dear Sir or Madam:

This is in response to your March 21, 2016, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in November 1942, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your 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.

Because your subordinate organizations are organizations described in section 170 (c) of the Code, donors may deduct contributions made to them.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

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.
American Cancer Society, 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) ▶ Non-Profit, IRS 501 (c)(3)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 1

Exemption from FATCA reporting code (if any) A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
250 Williams Street, Suite 4B

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30303

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
1	3	–	1	7	8	8	4	9	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 for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 3/5/2018

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.*

0000023 09/26/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8016047816C-6	11/30/2017	11/30/2022	501(C)(3) ORGANIZATION

This certifies that

AMERICAN CANCER SOCIETY INC
3709 W JETTON AVE
TAMPA FL 33629-5111

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

Important Information for Exempt Organizations

DR-14
R. 10/15

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

May 4, 2018

J.M. Tate High School FFA Foundation Inc.
Attn: Austin Courson
P.O. Box 392 Gonzalez FL 32560

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 20, 2018.

Dear Austin Courson,

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 $7500. 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: J.M. Tate FFA Foundation DATE 04/20/2018

POINT OF CONTACT Austin Courson PH# (850) 698-7215

EMAIL ADDRESS: acourson@escambia.k12.fl.us ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 05/20/2018 AMOUNT REQUESTED: $ 7,500

CHECK PAYABLE TO: J.M. Tate FFA High School Foundation

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street PO BOX 392 City Gonzalez State FL Zip Code 32560

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: Austin Courson

TITLE OF CERTIFYING OFFICIAL: Ag Teacher

SIGNATURE (Digital): Austin Courson

DATE: 4/23/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $7500.00
SHERIFF		☑	☑	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT: [signature] Date processed 5/4/18

DAVID MORGAN, SHERIFF

DATE 5/4/2018

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

J.M. Tate FFA Foundation

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

1) The Sheriffs Logo is placed on sign in arena and rodeo announcer makes announcements that is pays to be drug free.
2) There will be a Drug Prevention and Drug Education Program for FFA members that focuses on the value of an individual and their purpose in life. The program will emphasize and help members recognize their strengths and purpose as an individual while instilling in them the Core Values of Life and FFA. This program will be designed to also encourage them not to make poor lifestyle choices in references to life decisions while emphasizing "Saying no to Drugs"
3) Most of the SLET funding will be used to develop and enhance after school FFA Activities and programs that engage students and FFA Members in extracurricular activities within their school and community.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

J M TATE HIGH SCHOOL FFA FOUNDATION
INC
PO BOX 68
GONZALEZ, FL 32560-0068

Employer Identification Number:
59-3103074
DLN:
310097163
Contact Person:
VICKI M ZODIKOFF ID# 31260
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
January 1996
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

J M TATE HIGH SCHOOL FFA FOUNDATION

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Form **W-9**
(Rev. October 2007)
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)
J. M. Tate High School FFA Foundation, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☑ Other (see instructions) ▶ 501C3

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P. O. Box 392

Requester's name and address (optional)

City, state, and ZIP code
Gonzalez, FL 32560

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 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
: :

or

Employer identification number
59 : 3103074

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).

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 4.

Sign Here — Signature of U.S. person ▶ Richard S. Hubbs — Date ▶ 4/5/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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, 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

May 4, 2018

Florida House Washington D.C. Inc.
Attn: Belle Bear
1 2nd Street, NE Washington DC 20002

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 26, 2018.

Dear Belle Bear,

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 $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.

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: Florida House,Washington,DC. Inc. DATE 4/26/2018

POINT OF CONTACT Belle Bear PH# 850 982 0942

EMAIL ADDRESS: bybear@aol.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) may 7, 2018 AMOUNT REQUESTED: $5000

CHECK PAYABLE TO: Florida House

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1 2nd Street. NE City Washington DC State Zip Code 20002

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: Belle Bear

TITLE OF CERTIFYING OFFICIAL: Board member

SIGNATURE (Digital): Belle Bear

DATE: April 26, 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 5/4/18

DAVID MORGAN, SHERIFF

DATE 5/4/18

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Florida House, Washington, DC. Inc.

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

Communities are built upon the strength of its citizens. As a "home away from home" for Floridians in our nation's Capitol, all visitors to Florida House are welcomed and encouraged to learn more about how our congressional delegation works to strengthen communities across Florida. In particular, students visiting our nation's capitol are able to explore democracy in action while engaging their elected officials to help create stronger communities. Florida House is proud to help our citizens connect with elected leaders from both parties while helping promote Florida to the world.

Internal Revenue Service
Washington, DC 20224

Date: MAY 15 1972 | In reply refer to: T:MS:EO:R:4

Florida House, Washington, D.C., Inc.
Capitol Drive & Northeast 2nd Street
Washington, D.C.

Key District: Baltimore
Accounting Period Ending: December 31
Form 990 Required: Yes [x] No [ ]
Second Tax Year Ends: December 31, 1973

Gentlemen:

This is in reply to your request for a ruling recognizing you as an exempt organization described in section 501(c)(3) of the Internal Revenue Code of 1954. Information submitted in support of this ruling request is set forth below.

You were incorporated on March 30, 1972, by a special act of the legislature of the State of Florida for the purpose of engaging in activities which are exclusively educational and charitable within the meaning of section 501(c)(3) of the Code. More specifically, you were authorized to establish a facility in Washington, D.C., to serve as a center where Florida citizens visiting the national capital can meet for the purpose of increasing their general understanding of the nation's capital and government.

In order to carry out your purposes, you have purchased a three story townhouse building located at Capital Drive and Northeast Second Street in Washington, D.C., which is directly behind the United States Supreme Court and in close proximity to the Folger Shakespeare Library,

the Library of Congress and the Capital. As the building now contains apartments, you intend to tear out much of the interior to make fewer and larger rooms. The facade will be restored to an architectural style in vogue before the turn of the century, when the building was contructed.

Visitors to the building will be provided, free of charge, with information regarding points of interest in Washington, D.C. and the structure and workings of the Federal government. This information will cover areas such as the system of checks and balances provided by the executive, legislative and judicial branches, the role of various Federal agencies, and the committee system of Congress. In order to make effective presentations film clips, recordings and similar aides will be used. You will employ personnel possessing the qualifications needed to carry out such programs. You will finance your operations by soliciting broad support from the general public.

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you can reasonably be expected to be an organization of the type described in sections 170(b)(1)(A)(vi) and 509(a)(1). Accordingly, for your first two tax years, you will be treated as an organization which is not a private foundation.

At the end of your first two tax years, however, you must establish with your key District Director identified above that for such two years you were in fact an organ-

ization of the type described in section 170(b)(1)(A)(vi). If you establish this fact, you will be classified as a section 509(a)(1) organization as long as you continue to meet the requirements of section 170(b)(1)(A)(vi). If, however, you do not meet the requirements of section 170(b)(1)(A)(vi) for your first two tax years, you will be classified as a private foundation as of the first day of your third tax year. Also, you will be treated as a private foundation as of the first day of your first tax year for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation for your first two tax years. However, if notice that you will no longer be treated as a section 509(a)(1) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your 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.

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance contributions Act. You are not liable for the taxes imposed under the Federal unemployment Tax Act (FUTA).

Florida House, Washington, D.C., Inc.

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

If your sources of support, or your purposes, character, or method of operation is changed, you must let your key District Director know so he can consider the effect of the change on your status. Also, you must inform him of all changes in your name or address.

The block checked at the top of this letter shows whether you must file Form 990, Return of Organization Exempt From Income Tax. If the Yes box is checked, you are required to file Form 990 only if your gross receipts each year are normally more than $5,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, for failure to file the return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Florida House, Washington, D.C.,
Inc.

We are informing your key District Director of this action. Please keep this ruling letter in your permanent records.

Sincerely yours,

J. A. Federico

Chief, Rulings Section
Exempt Organizations Branch

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.
Florida House, Washington, DC. 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) ▶

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.
1 2nd Street NE

Requester's name and address (optional)

6 City, state, and ZIP code
Washington, DC 20002

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
52 - 6986312

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 ▶ Diana Ledezma Date ▶ 11/6/2017

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.*

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND A MICRO PRINT LINE

GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF TAX AND REVENUE

CERTIFICATE OF EXEMPTION

ISSUED PURSUANT TO DISTRICT OF COLUMBIA SALES AND USE TAX ACTS

EFFECTIVE DATE: 03/08/1983

THIS CERTIFIES THAT

FLORIDA HOUSE WASHINGTON DC INC.
12ND STREET NE
WASHINGTON, DC 20002

DATE ISSUED	CERTIFICATE NUMBER
05/18/2006	350000008035

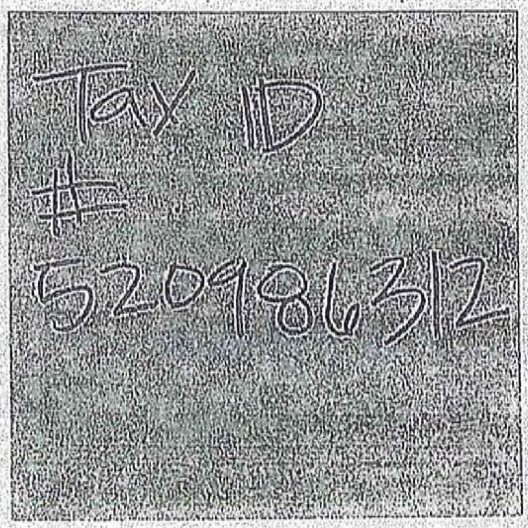
THIS CERTIFICATE IS NONTRANSFERABLE

SHERRYL HOBBS NEWMAN
DEPUTY CHIEF FINANCIAL OFFICER

Is entitled to exemption from the District of Columbia Sales and Use Tax under authority of the District of Columbia Sales and Use Tax Acts.

FR-551 (REV. 4/01)

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE



FAX COVER SHEET

To: Dan Capozzolo

FAX # 850-436-9194

From: Belle Bear

fax # 850-934-9588

Subject: Florida House Funding Request

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14135 **County Administrator's Report 14. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/17/2018
Issue: Schedule a Public Hearing to Consider the Vacation of a Portion of "X" Street and a Portion of West Strong Street
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of "X" Street and a Portion of West Strong Street - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding a Petition to Vacate a Portion of "X" Street and a Portion of West Strong Street:

A. Authorize the scheduling of the 5:32A Public Hearing for June 7, 2018, at 5:32 p.m., to consider the Petition to Vacate a Portion of "X" Street as petitioned by Brownsville Assembly of God Church;

B. Authorize the scheduling of the 5:32B Public Hearing for June 7, 2018, at 5:32 p.m., to consider the Petition to Vacate a Portion of West Strong Street as petitioned by Brownsville Assembly of God Church; and

C. Require the Petitioners to notify all property owners within a 500-foot radius.

BACKGROUND:

The Petitioner, Evon G. Horton, as Chairman for Brownsville Assembly of God, is requesting that the Board of County Commissioners Vacate any interest in the portion of "X" Street (51" right-of-way, Parcel 1, per the petition) lying between West DeSoto Street north to West Gonzales Street (approximately 305 ft x 51 ft, Parcel 2, per the petition).

Parcel 1:
Per the Petitioner's agent, Alan B. Bookman, the Housing Commission has

approved an affordable senior housing residence on the two pieces of property, owned by Brownsville Assembly of God, adjacent to the area mentioned in the Petition to Vacate. The residence would be built on one side of the existing "X" Street with parking on the other. The Vacation would allow for safe crossing areas for the senior residents. However, without the Vacation, the housing residence may not take place due to safety concerns for the residents. The development of a senior housing residence will help revitalize Brownsville and bring new businesses to the area.

Parcel 2:
The second area to be Vacated is West Strong Street (55" right-of-way), west of North "Y" Street to Mobile Highway approximately 20,244 square feet). This area was thought to have been Vacated in June of 1997 when the Board approved the Petition to Vacate for a portion of "Z" Street along with a portion of Gonzales Street. That proved not to be the case, however, since that time the church has converted the area of West Strong Street into a paved parking area.

Staff has reviewed the Petition to Vacate request, which includes both "X" Street and West Strong Street. The Road Department has noted that, for "X" Street, there is a small drainage swale that feeds the crossover pipe on Desoto Street, and if the Petition to Vacate is approved, the church must agree to maintain the swale area to manage the drainage in the "X" Street area.

Natural gas mains are currently active in the rights-of-way areas in the petitioned area, so Pensacola Energy required that the mains be capped at the nearest intersection, with the petitioner assuming the cost. The petitioner has already paid for this work and has been issued a no objection letter from Pensacola Energy. All other utility companies in the area are requesting easements. No one will be denied access to his or her property as a result of this Vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of 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 Statues, Chapter 336.

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within the area determined by the Board will be notified.

Attachments

Petition to Vacate - Brownsville Assembly of God

Aerial Map - Brownsville Assembly of God Vacation Request

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a a road right of way and a fifty-one foot right-of-way

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Evon G. Horton, as Chairman of Brownsville Assembly of God Church presently X own(s) _____ do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

Parcel 1:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA:

THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF "X" STREET (51' R/W) FOR A DISTANCE OF 305.00 FEET TO THE NORTHEAST CORNER OF BLOCK 2, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO EASTERLY ALONG THE SOUTHERLY R/W LINE OF GONZALEZ STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE NORTHWEST CORNER OF BLOCK 1, FIRST ADDITION TO WELLES BROWNSVILLE ADDITION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTHERLY ALONG SAID EASTERLY R/W LINE OF "X" STREET TO THE SOUTHWEST CORNER CORNER OF BLOCK 224, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ALSO ON THE NORTH R/W LINE OF DE SOTO STREET (55' R/W);

THENCE GO WESTERLY ALONG THE NORTHERLY R/W LINE OF DE SOTO STREET (55' R/W) FOR A DISTANCE OF 51.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 238, MCMILLIAN SUBDIVISION, ACCORDING TO PLAT RECORDED IN DEED BOOK 26, AT PAGE 147, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

Parcel 2:
That portion of West Strong Street located west of North Y Street that runs to Mobile Highway, City of Pensacola, Escambia County, Florida.

2. That the Petitioner(s), Evon G. Horton, as Chairman of Brownsville Assembly of God Church desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 33 Township 2 South Range 30 West and recorded in Plat recorded in Deed Book 26, Page 147 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

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

Brownsville Assembly of God Church
Corporation of Company Name

Evon G. Horton
Petitioner(s) Name

3100 West Desoto Street
Street Address

Pensacola FL
City State

850-723-1810
Phone Number

Alan B. Bookman
Agent's Name

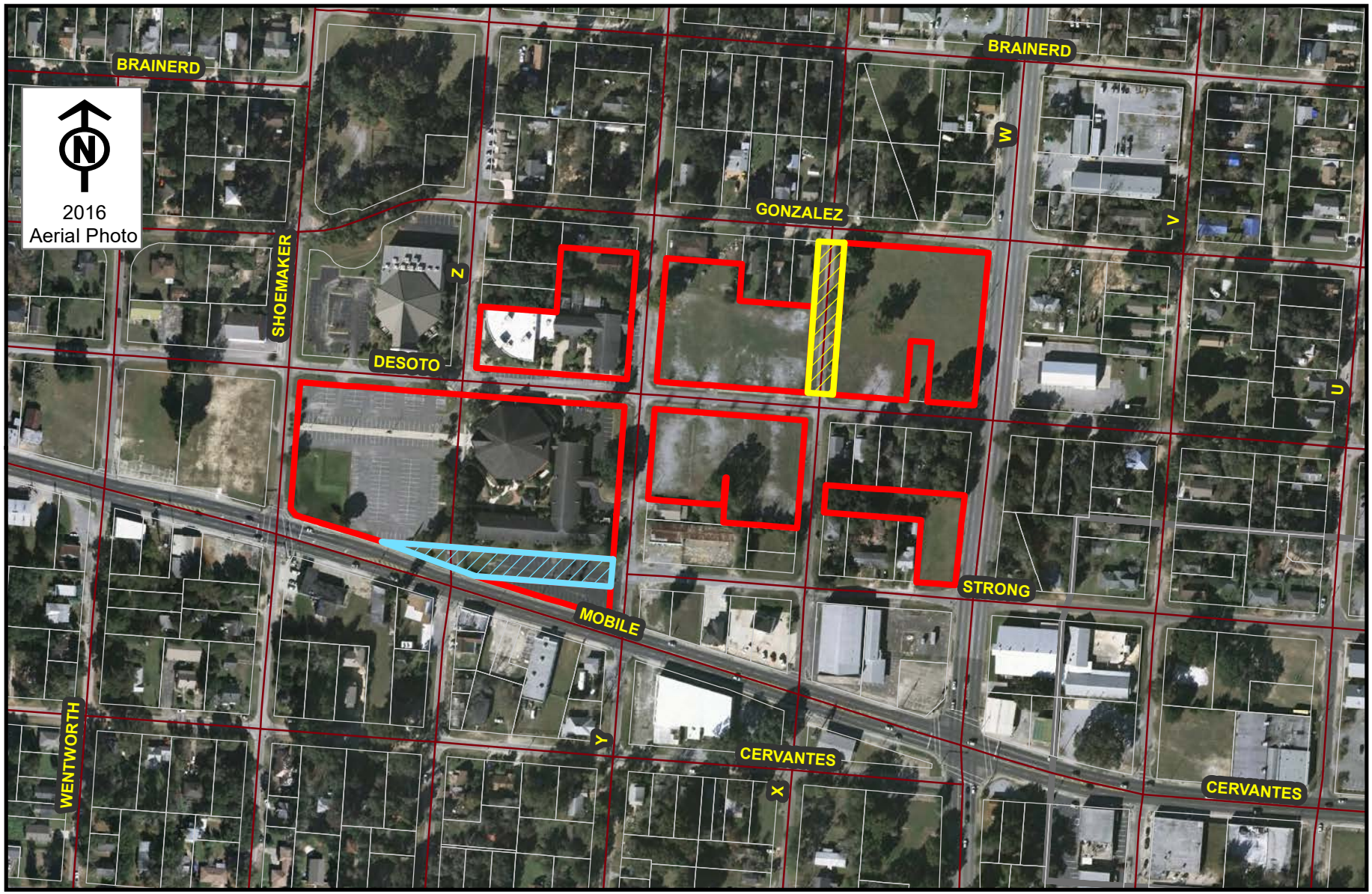
850-433-6581
Agent's Phone Number

April 13, 2018
Date:

EXHIBIT "A"

REQUEST TO VACATE: A PORTION OF "X" STREET (51" RIGHT-OF-WAY) AND A PORTION OF WEST STRONG STREET (55" RIGHT-OF-WAY)

Petitioners: BROWNSVILLE ASSEMBLY OF GOD



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 4/17/18 DISTRICT 3

Petitioner's Property

Portion of "X" Street to be Vacated

Portion of West Strong Street to be Vacated

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14165 **County Administrator's Report 14. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/17/2018
Issue: Acquisition of Real Property For The Bristol Park - Ashbury Hills Area Project
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property for the Bristol Park-Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board, in accordance with Section 46-139 of the Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve, by super-majority, or deny the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area Project:

A. Authorize the purchase of the following parcel, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price (averaged appraised value)
John D. and Sheryl Braun	3012 Ashbury Lane	2.42 acres	$475,000

B. Approve the Contract for Sale and Purchase for the acquisition of real property in the Bristol Park - Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to HMGP guidelines; and

D. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete this acquisition without further action of the Board.

[Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek. Additionally, meeting in regular session on May 3, 2018, the Board approved Modification Number One. The Braun's property was approved in the Modification.

As stated in the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet: the County is to pay fair and reasonable costs associated with real estate closing, including the cost of title transfer, recording fees, transfer taxes, and evidence of title and legal description (of which will be submitted for reimbursement). The homeowner is responsible for fees necessary to clear existing mortgages, liens and encumbrances from the deed, as well as any past due taxes.

By authorizing the payment of documentary stamps and recording fees, the total value paid for each parcel will be in excess of the appraised value, therefore, a super-majority vote is required.

The County obtained two appraisals for this parcel; $485,000 and $465,000. The average of these two appraisals is $475,000, which The Brauns have accepted.

BUDGETARY IMPACT:

Fund 352 “LOST III”, Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent for these purchases are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

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

Contract for Sale and Purchase
Aerial Map - Braun
December 8 BCC Minutes
May 3 BCC Minutes

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between John D. Braun and Sheryl Braun, husband and wife, whose address is 3012 Ashbury Lane, Cantonment, Florida 32533 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2018.

2. PURCHASE PRICE; PAYMENT. The purchase price is Four Hundred Seventy-Five Thousand Dollars ($475,000.00), payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Sellers and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. BROKERS. Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Sellers shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any

provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:
John D. Braun
and Sheryl Braun
3012 Ashbury Lane
Cantonment, FL 32533

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Jeff Bergosh, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: SCWebb, Asst. County Atty.
Date: May 11, 2018

SELLERS:

Witness
Kara Johnson
Print Name

John D. Braun

Witness
Stacey S. Ward
Print Name

Date: 5-10-18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10 day of May, 2018, by **John D. Braun**. He (__) is personally known to me, (✓) produced current FL Drivers License as identification.

Signature of Notary Public

Stacey S. Ward
Printed Name of Notary Public

STACEY S. WARD
Notary Public - State of Florida
Commission # GG 188816
My Commission Expires
April 7, 2022

Witness

Kara Johnson
Print Name

Witness

Stacey S. Ward
Print Name

Sheryl Braun

Date: 5/10/18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10 day of May, 2018, by **Sheryl Braun**. She ( ) is personally known to me, (✓) produced current FL Drivers License as identification.

Signature of Notary Public

Stacey S. Ward
Printed Name of Notary Public

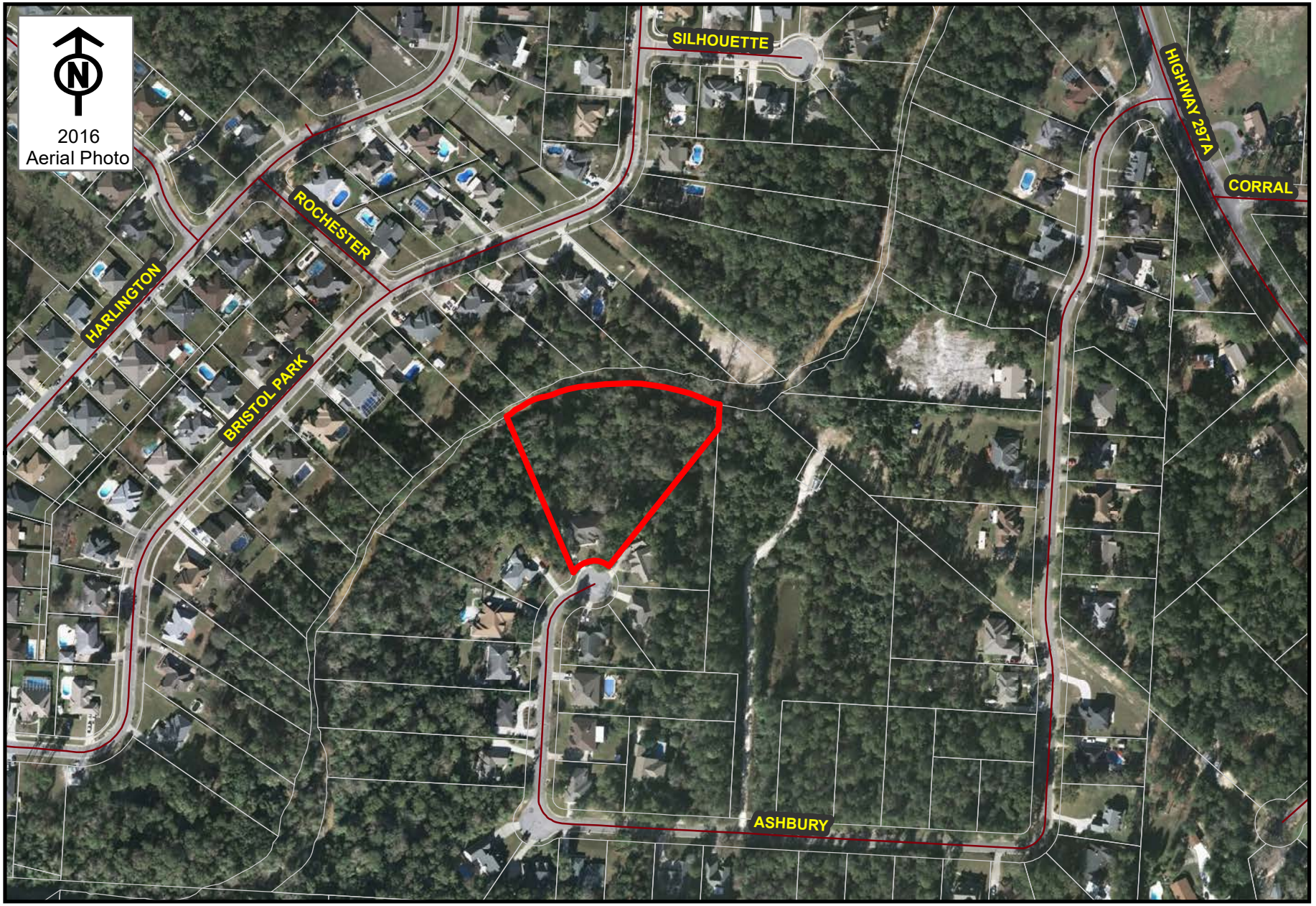
(Notary Seal)

STACEY S. WARD
Notary Public - State of Florida
Commission # GG 188816
My Commission Expires
April 7, 2022

Exhibit "A"

All of Lot 34 and that portion of Lot 33, Ashbury Hills as recorded in Plat Book 14 at Page 24 of the Public Records of Escambia County, Florida, described as follows: Commence at the Southeasterly corner of said Lot 33; thence North 15 degrees 02 minutes 11 seconds West along the common line of said Lot 33 and of Lot 34 for 355 feet more or less to the center line of Eleven Mile Creek and the Point of Beginning; thence South 15 degrees 02 minutes 11 seconds East along said common line for 355 feet more or less to the Southeasterly corner of said Lot 33, said Point being on a circular curve concave to the Southeast having a Radius of 50.00 feet (delta angle = 47 degrees 05 minutes 08 seconds, chord distance = 39.94, chord bearing = South 51 degrees 25 minutes 15 seconds West); thence Southwesterly along the arc of said curve for 41.09 feet; thence North 25 degrees 49 minutes 19 seconds West for 360 feet more or less to the center line of said Eleven Mile Creek; thence meander Northeasterly along said center line for 105 feet more or less to the Point of Beginning.

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 4/27/18 DISTRICT 5

3012 Ashbury Lane

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board consider 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. Authorize staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

   B. Authorize 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. Request modified Grant Agreement, allowing use of funds for purposes of construction;

   D. Authorize 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. Authorize 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. Authorize staff to prepare contracts for consideration and final approval by the Board.

   Approved 5-0, Items A through F

   Approved 5-0 to authorize staff to continue with the acquisition, in accordance with the Board's Policy, of the vacant parcels along the creek bed

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: 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 (Funding: Local Option Sales Tax IV - Public Works - $250,000):

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 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.

Approved 5-0

18. Recommendation: 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 Number 16HM-H4-01-27-01-452, for Project Number 4177-08R, for Hazard Mitigation Grant Program 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;

(Continued on Page 41)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Continued…

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 FDEM and Local Mitigation Strategy Board 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 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)

(Continued on Page 42)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Continued…

(Funding match has been leveraged utilizing the NFWF [National Fish and Wildlife Foundation] 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)

Approved 5-0

Speaker(s):

Gloria Horning

19. Recommendation: That the Board take the following action concerning Agreement renewal for Youth Employment Program participants (Funding Source: Fund 001, General Fund, Cost Center 130201, and Object Code 53401):

A. 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.

Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14179 **County Attorney's Report 14. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/17/2018
Issue: BP Oil Spill Collection Donation to UWF Library
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning BP Oil Spill Collection Donation to University of West Florida Library

That the Board, at the request of Commissioner Grover C. Robinson, take the following action:

A. Adopt and authorize the Chairman to sign the Resolution concerning the donation of all materials, papers, and documents relating to the BP Oil Spill to the University of West Florida Library; and

B. Authorize the Chairman to sign the University Archives and West Florida History Center Deed of Gift and Donor Form.

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

UWF Donor Form

UNIVERSITY ARCHIVES AND WEST FLORIDA HISTORY CENTER
DEED OF GIFT AND DONOR FORM

The Escambia County Board of County Commissioners ("the Board") hereby donates the collection known as the BP Oil Spill Collection and all of the materials, papers, documents, photographs, books, posters, and other items contained therein, to the University of West Florida Library through the University of West Florida Foundation, Inc., and transfers all property rights and copyrights that it may hold. The Foundation reserves the right to publish and register copyrights of unpublished materials. The Board understands, unless otherwise indicated below, that the materials in the collection will be available to all interested researchers, and that duplicates or unwanted materials may be transferred to other libraries or disposed of in accordance with the University of West Florida Library policies.

Further, the Board understands that the collection will be preserved and administered pursuant to Library policies and procedures and that it shall not leave the Library except at the discretion of the Dean of Libraries or his/her designee.

The Board understands that once fully processed, it will be provided with a full inventory of the donated collection. Unless indicated otherwise, the Board may be released as the donor of these materials. Tax law prohibits the recipient from providing a valuation on materials donated. This must be done by the donor if the donor wishes to take a tax deduction. This agreement also confirms that the University of West Florida has not given anything of value to the donor as a result of this gift, so the value of the gift is not reduced for tax purposes.

DONE AND ENACTED THIS ___ DAY OF_____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY:_____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.
By/Title:_____
Date: 3/10/18

Received by/Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14177 **County Attorney's Report 14. 1.**
BCC Regular Meeting **Information**
Meeting Date: 05/17/2018
Issue: Jacqueline Rogers v. Escambia County - DEO Case No.: 18-034
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Jacqueline Rogers v. Escambia County Board of County Commissioners*; DEO Case No.: 18-034

That the Board accept for information the attached Determination of Consistency in the matter of *Jacqueline Rogers v. Escambia County Board of County Commissioners*, DEO Case No.: 18-034, in which the Department of Economic Opportunity found in favor of Escambia County and held that Escambia County Ordinance No. 2017-14 is consistent with the Escambia County Comprehensive Plan.

BACKGROUND:

On March 16, 2017, the Board of County Commissioners voted to adopt Ordinance 2017-14. The Ordinance amended the County's Land Development Code by creating Sec. 2-7.4, which established criteria regarding applications to opt-out of the Mid-West Escambia County Sector Plan.

A Petition challenging the Ordinance was timely filed with the Department of Economic Opportunity (DEO). A hearing was held on April 26, 2018. On May 10, 2018, a Determination of Consistency was entered by DEO, finding in favor of the County and holding that Ordinance 2017-14 is consistent with the Escambia County Comprehensive Plan.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

DEO Determination of Consistency

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

Jacqueline Rogers,

Petitioner,

v. DEO Case No.: 18-034

Escambia County,

Respondent.
_____/

DETERMINATION OF CONSISTENCY
OF LAND DEVELOPMENT REGULATION

Preliminary Statement

On March 12, 2018, Jacqueline Rogers ("Petitioner"), petitioned the Florida Department of Economic Opportunity ("Department") pursuant to section 163.3213, Florida Statutes[1], to contest an ordinance adopted by Escambia County, which she alleges is not consistent with the Escambia County Comprehensive Plan ("Plan"). Thereafter, the Department conducted an investigation as directed by section 163.3213(4), Florida Statues, including an informal hearing by conference call at which both the Petitioner and the Respondent, Escambia County ("County"), presented oral testimony. The Petitioner also submitted post-hearing arguments.

The Petitioner raised an objection to the County's submission of its response to the Petition the afternoon prior to the hearing. The material submitted by the County, however, was not factual evidence. Rather, the County's response contained legal argument, copies of relevant Florida Statutes, copies of relevant portions of the Plan, and copies of the contested Ordinance. The County presented its legal argument during the conference call, which it is permitted to do under

[1] References to the Florida Statutes are to the 2017 version of the statutes unless otherwise noted.

section 163.3213, Florida Statutes. Moreover, the Department provided the Petitioner an opportunity to present post-hearing arguments five days after the conference call. The Department does not grant the Petitioner's objection to the County's response to the Petition.

Based on its investigation, the Department makes the following determination:

ISSUE

Whether Escambia County Ordinance No. 2017-14 ("Ordinance") is consistent with the County's Plan.

FINDINGS OF FACT

1. On March 16, 2017, the County adopted the Ordinance.

2. On February 12, 2018, the Petitioner filed a petition with the County requesting it revoke the Ordinance on the grounds it is not consistent with the Plan.

3. The County took no action on the petition, and after 30-days without a response, the Petitioner timely filed the instant Petition with the Department. § 163.3213(3), Fla. Stat.

Consistency of the County's Land Development Regulation

4. A Land Development Regulation (LDR) is defined in section 163.3213(2)(b), Florida Statutes, as:

> ...an ordinance enacted by a local governing body for the regulation of any aspect of development, including a subdivision, building construction, landscaping, tree protection, or sign regulation or any other regulation concerning the development of land. This term shall include a general zoning code, but shall not include a zoning map, an action which results in zoning or rezoning of land, or any building construction standard adopted pursuant to and in compliance with the provisions of chapter 553.

5. Comprehensive plans are implemented, in part, by the adoption and enforcement of appropriate LDRs. § 163.3201, Fla. Stat. All LDRs must be consistent with the local comprehensive plan. § 163.3194(1)(b), Fla. Stat. A LDR is consistent "if the land uses, densities

or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government." § 163.3194(3)(a), Fla. Stat.

6. The Ordinance at issue was enacted to amend Part III of the County's Land Development Code (LDC) creating Section 2-7.4 regarding applications for opting-out of the Mid-West Escambia County Sector Plan ("Sector Plan").

7. The Ordinance provides, in part:

> (a) General. All applications requesting that any parcel be allowed to Opt-out of the Mid-West Escambia County Sector Plan shall address the following criteria:
>
> 1. All standard Comprehensive Plan map amendment criteria;
>
> 2. Comprehensive Plan requirement for changes to an existing DSAP;
>
> 3. The size of the subject parcel in relation to the individual DSAP land use category and in relation to the overall Sector Plan, to specifically include the aggregate acreage of any previously granted opt-outs;
>
> 4. The existing transportation infrastructure and any impact the proposed opt-out may have on the capacity of that infrastructure;
>
> 5. The underlying existing zoning category and its compatibility with surrounding DSAP land use designations;
>
> 6. The consistency of the requested future land use designation with the underlying zoning; and
>
> 7. The previous future land use designation.
>
> (b) Staff review. Applications requesting to opt out of the Mid-West Escambia County Sector Plan must be reviewed by Development Services Staff and presented to the Local Planning Agency who will forward a recommendation for action to the Board of County Commissioners. To the extent possible, the staff analysis and the reviewing bodies shall consider whether the applicant lost development rights or was effectively downzoned

as part of the Sector Plan adoption. The Board may take into consideration any other relevant factors in making its determination related to the request.

8. The Ordinance provides criteria for applicants to address and provides procedures for the County to review requests to opt-out of the Sector Plan.

Chapter 16 Optional Sector Plan

9. The Plan includes Chapter 16, Optional Sector Plan, which provides in part:

> V. Changes to an Existing DSAP.
> Any addition or deletion of property or changes to the neighborhood center or district boundaries in an approved DSAP *shall follow the County's established processes. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines outlined in this plan.* Such additions or deletions shall not be designed to create remnant areas or fragmented DSAPs. (Emphasis added).

ANALYSIS

10. The first issue to be determined is whether the Petitioner is a person substantially affected, pursuant to Chapter 120, Florida Statutes, entitled to challenge the County's enactment of the Ordinance. A "substantially affected person" may challenge an LDR on the basis that it is inconsistent with the local comprehensive plan. § 163.3213(3), Fla. Stat. A substantially affected person is one who demonstrates an injury or immediate threat of injury from the operation of the challenged action, and that his substantial injury is of the type and nature which the proceeding is designed to protect. *Agrico Chem. Co. v. Dept. of Env. Reg.*, 406 So. 2d 478 (Fla. 2d DCA 1981).

11. As determined during the Department's investigation, the Petitioner lives in proximity to parcels of land impacted by the Ordinance. As such, the Petitioner will potentially be subject to an increase in noise and traffic resulting from the Ordinance. Further, the County did not challenge the Petitioner's standing to contest the Ordinance. Accordingly, the Department

concludes the Petitioner is a substantially affected person pursuant to Chapter 120, Florida Statutes, entitled to maintain this action. *See also*, § 163.3213(1) and (2), Fla. Stat.

12. Turning now to the underlying issue, section 163.3213(5), Florida Statutes, provides, "the adoption of a land development regulation by a local government is legislative in nature and shall not be found to be inconsistent with the local plan if it is fairly debatable that it is consistent with the plan." The Florida Supreme Court has held that the fairly debatable standard of review requires "approval of a planning action if reasonable persons could differ as to its propriety." *Martin Cnty. v. Yusem,* 690 So. 2d 1288, 1295 (Fla. 1997). Accordingly, if it is fairly debatable that the LDR is consistent with the County's Plan, the Department must conclude that the LDR is consistent with the Plan.

13. The Petitioner makes several arguments as to why the Ordinance is inconsistent with the County's Plan. The Petitioner argues the Ordinance is inconsistent with Chapter 16 of the Plan because it circumvents the effects of the Sector Plan. The Plan, however, expressly contemplates parcel owner opt-out and requires only that approval of opt-outs follow the County's established procedures and "include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines outlined in this plan." The relevant portion of the Ordinance, set forth in Paragraph 7 above, is not inconsistent with the requirements set forth in the Plan. The Department determines that the Ordinance provides processes and criteria that are not inconsistent with the Plan and, accordingly, it is fairly debatable that the Ordinance is consistent with the Plan.

14. Next, the Petitioner asserts that the Ordinance has not been applied in a manner consistent with the Plan. This argument is not properly raised in a challenge brought pursuant to section 163.3213, Florida, Statutes, which is to determine whether an LDR, as written, is consistent

with a comprehensive plan. This forum is not the appropriate venue to challenge a specific opt-out that has been adopted through a comprehensive plan amendment, which is properly raised pursuant to section 163.3184, Florida Statutes.

15. The Petitioner also argues that because the Ordinance requires the applicant to "address" the enumerated criteria and the Plan requires the opt-out to "meet" the principles and guidelines of the Plan, the Ordinance and the Plan are not consistent. The Petitioner argues that the term "address" is unclear, subjective, ambiguous, and arbitrary. The Ordinance, however, provides guidance for the County in implementing and furthering the principles set forth in the Plan. The Ordinance provides criteria for the applicant to address, which include addressing all standard comprehensive plan map amendment criteria and addressing comprehensive plan requirements for changes to an existing DSAP. The Department does not agree with the Petitioner's argument that the use of "address" in the Ordinance, as opposed to "meet," is not consistent with the Plan, and the Department does not find this argument a basis to find the Ordinance not consistent with the Plan.

16. The Petitioner argues that the Ordinance is not consistent with the Plan because it directs the County staff to consider whether the applicant has lost development rights or was effectively downzoned as a part of the Sector Plan adoption. The Petitioner argues the Ordinance should incorporate the requirements of Chapter 70, the "Bert J. Harris, Jr., Private Property Rights Protection Act," Florida Statutes, in order to properly address property rights concerns. The Department does not find merit in the Petitioner's argument that the failure to incorporate the requirements of Chapter 70, Florida Statutes, results in an inconsistency between the Ordinance and the Plan. The Plan does not preclude the consideration of lost development rights in

considering a request to opt-out of the Sector Plan. It is fairly debatable that the inclusion of this criteria as part of the consideration is, therefore, not inconsistent with the Plan.

17. The Petitioner argues that the lack of a specific time-frame to consider a claim of lost development rights undermines the County's long-range planning. The Petitioner, however, does not identify how the lack of a time-frame in the Ordinance is not consistent with the Plan. The Plan does not contain a limitation on the time-frame for criteria to consider in determining whether to grant an opt-out. *See also*, Section 163.3245(8), Florida Statutes, ("After adoption of a long-term master plan, an owner may withdraw his or her property from the master plan only with the approval of the local government by plan amendment adopted and reviewed pursuant to s. 163.3184."). Neither the Plan, nor the statutory provision authorizing opt-out include time-frames limiting the local government action in considering opt-out requests. Accordingly, the Department does not find the lack of a specific time-frame in the Ordinance inconsistent with the Plan.

18. The Petitioner argues that the Ordinance does not promote the principles of the Sector Plan as outlined in Chapter 16 of the Plan and that it will promote unpredictable, disorderly growth patterns. The Plan, however, does specifically contemplate opting-out of the Sector Plan. This opt-out option is also consistent with section 163.3245(8), Florida Statutes, which permits parcel owners to opt-out post-adoption of a sector plan with the approval of the local government. It is fairly debatable that the Ordinance is consistent with the Plan because it includes criteria and processes that implement Chapter 16 of the Plan.

19. The Petitioner accurately asserts that the criteria adopted in the Escambia County Land Development Code do not supersede existing requirements in the Plan. No provisions of the Ordinance conflicts with Chapter 16 of the Plan, which supports a determination that the Ordinance is not inconsistent with the Plan.

20. The Petitioner raises several arguments that are immaterial to the Department's consideration in this matter. Specifically, the Department's review under section 163.3213, Florida Statutes, is restricted to whether the contested Ordinance is consistent with the Plan. Therefore, the Petitioner's assertions regarding prior action by the County and her argument that a parcel owner's attorney was involved in drafting the Ordinance language fall outside the LDR that is subject to this challenge. Also, the Petitioner's contentions relating to the consistency of the Ordinance with other LDRs is outside the scope of this challenge brought pursuant to section 163.3213, Florida Statutes, which is solely focused on the contested Ordinance and the Plan. Also, the Petitioner's argument that the Ordinance is not consistent with section 163.3177(6)(a)9., Florida Statutes, is outside the scope of a challenge brought pursuant to section 163.3213, Florida Statutes.

21. The Petitioner relies heavily on her argument that the Ordinance has not been applied in a manner consistent with the Plan. The Petitioner, however, properly raised her concern with the application of the Ordinance in a challenge brought pursuant to section 163.3184, Florida Statutes. *See Rogers v. Escambia County*, DOAH Case No. 17-5530GM. The current proceeding, brought pursuant to section 163.3213, Florida Statutes, is to determine whether the Ordinance is consistent with the Plan and is not the appropriate forum to re-litigate the merits of a single application of the Ordinance. The only appropriate role for the Department in an action brought pursuant to section 163.3213, Florida Statutes, is to determine "whether the land development regulation is consistent with the local comprehensive plan."

[*Remainder of this page intentionally left blank*]

CONCLUSION

Based on the foregoing, the Department determines that:

1) Escambia County Ordinance No. 2017-14 is consistent with the Escambia County Comprehensive Plan.

Dated this 10th day of May, 2018.

Julie A. Dennis, Director
Division of Community Development
Department of Economic Opportunity

NOTICE OF RIGHTS

PURSUANT TO SECTION 163.3213(5)(a), FLORIDA STATUTES, ANY SUBSTANTIALLY AFFECTED PERSON WHO FILED THE PETITION WITH THE LOCAL GOVERNMENT AND THE DEPARTMENT MAY, WITHIN 21 DAYS FROM THE DATE OF THIS DETERMINATION, REQUEST A HEARING FROM THE DIVISION OF ADMINISTRATIVE HEARINGS REGARDING THE DEPARTMENT'S DETERMINATION THAT THE REGULATION IS CONSISTENT WITH THE LOCAL COMPREHENSIVE PLAN. REQUESTS SHOULD BE SENT TO THE DIVISION OF ADMINISTRATIVE HEARINGS, THE DESOTO BUILDING, 1230 APALACHEE PARKWAY, TALLAHASSEE FLORIDA 32399-3060.

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that the original of the foregoing has been filed with the undersigned Agency Clerk for the Department of Economic Opportunity, and that true and correct copies have been furnished to the persons listed below in the manner described on this 10th day of May, 2018.

Stephanie Webster
Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U.S. Mail and electronic mail:

Jacqueline Rogers
1420 Ridge Way
Cantonment, Florida 32533
Jacquelinearogers13@gmail.com

Meredith D. Crawford, Esquire
Assistant County Attorney
Escambia County
221 Palafox Place
Suite 430
Pensacola, Florida 32502-5837
mdcrawford@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14178 **County Attorney's Report 14. 2.**
BCC Regular Meeting **Information**
Meeting Date: 05/17/2018
Issue: Jacqueline Rogers v. Escambia County - DOAH Case No.: 17-5530GM
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Jacqueline Rogers v. Escambia County Board of County Commissioners*; DOAH Case No.: 17-5530GM

That the Board accept for information the attached Proposed Recommended Order of Administrative Law Judge D. R. Alexander, State of Florida, Division of Administrative Hearings, in the matter of *Jacqueline Rogers v. Escambia County Board of County Commissioners,* DOAH Case No.: 17-5530GM, in which Judge Alexander found in favor of Escambia County and held that Escambia County Ordinance No. 2017-53 is in compliance with Chapter 163, Florida Statutes and with the Escambia County Comprehensive Plan.

BACKGROUND:

On September 17, 2017, the Board of County Commissioners voted to adopt Ordinance 2017-53, which amended the County's Comprehensive Plan by allowing a parcel to withdraw from the County Midwest Optional Sector Plan, removing the Sector Plan overlay on the parcel, and amending the Future Land Use Map by assigning the property a Mixed-Used Suburban (MU-S) land use designation.

A Petition challenging the Ordinance was timely filed with the Division of Administrative Hearings (DOAH). The final hearing was held on February 19, 2018. On May 10, 2018, the Proposed Recommended Order of Administrative Law Judge D. R. Alexander was entered, finding in favor of the County and determining that Ordinance 2017-53 is in compliance with Chapter 163, Florida Statutes, and with the Escambia County Comprehensive Plan.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Order

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

JACQUELINE ROGERS,

Petitioner,

vs. Case No. 17-5530GM

ESCAMBIA COUNTY,

Respondent.
_____/

RECOMMENDED ORDER

Administrative Law Judge D. R. Alexander conducted a final hearing in this case by video teleconference at sites in Pensacola and Tallahassee, Florida, on February 19, 2018.

APPEARANCES

For Petitioner: Jacqueline Rogers, pro se
1420 Ridge Way
Cantonment, Florida 32533-7991

For Respondent: Meredith D. Crawford, Esquire
Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502-5837

STATEMENT OF THE ISSUE

The issue is whether the plan amendment adopted by Escambia County (County) by Ordinance No. 2017-53 on September 7, 2017, is in compliance.

PRELIMINARY STATEMENT

On September 7, 2017, the County adopted Ordinance No. 2017-53, which amended its Comprehensive Plan (Plan) by

permitting an 8.7-acre parcel to withdraw from the County Mid-West Optional Sector Plan and assigning the parcel a new Mixed-Use Suburban (MU-S) land use designation. The effect of the amendment is to allow more intense development on the property. On October 6, 2017, Petitioner, who resides near the subject property, filed her Petition for Formal Administrative Hearing (Petition) with the Division of Administrative Hearings (DOAH).

At the hearing, Petitioner presented the testimony of eight witnesses. Petitioner's Exhibits 1 through 28 were accepted in evidence. The County presented the testimony of three witnesses. Also, it offered County Exhibits 2, 3, 5 through 26, 31 through 35, 37, 38, and 40, which were accepted in evidence.

A one-volume Transcript of the proceeding has been filed. The parties submitted proposed recommended orders on April 16, 2018, which have been considered in the preparation of this Recommended Order.

FINDINGS OF FACT

Background

1. Petitioner owns real property and resides in the County. She submitted written comments to the County during the adoption phase of the amendment. She is an affected person within the meaning of section 163.3184(1)(a), Florida Statutes.

2. The County is a local government that is subject to the requirements of chapter 163, Florida Statutes.

3. A sector plan is the process in which the local government engages in long-term planning for an area of at least 5,000 acres. §§ 163.3164(42) and 163.3245(1), Fla. Stat. It involves two levels of planning: a) a long-term master plan, and b) a Detailed Specific Area Plan (DSAP), which implements the master plan. A DSAP is created for an area that is at least 1,000 acres and identifies the distribution, extent, and location of future uses and public facilities. § 163.3245(3), Fla. Stat. While the DSAP is created by a local development order that is not subject to state compliance review, an amendment to an adopted sector plan is a plan amendment reviewed under the State Coordinated Review process. § 163.3184(2)(c), Fla. Stat. The development standards in the DSAP are separate and distinct from the development standards in non-sector plan properties.

4. On June 3, 2010, the County approved Ordinance No. 2010-16, which adopted Evaluation and Appraisal Report-based amendments to the Plan, including a new Optional Sector Plan (OSP). The Ordinance was challenged by the Department of Community Affairs (DCA) and assigned DOAH Case No. 10-6857GM.

5. In response to the DCA challenge, on February 3, 2011, the County adopted Ordinance No. 2011-3 as a stipulated remedial amendment. The Ordinance establishes a long-term master plan for central Escambia County known as the Mid-West Escambia

County Sector Plan (Sector Plan). The Sector Plan is comprised of approximately 15,000 acres, north of Interstate 10, west of Highway 29, and south of Highway 196. The area is depicted on the Future Land Use Map (FLUM) as the OSP. The DCA determined the Ordinance to be in compliance.

6. To implement the long-term master plan, on September 9, 2011, the County adopted Ordinance No. 2011-29, which establishes two DSAPs: Muskogee DSAP and Jacks Branch DSAP. Petitioner's residence and the subject property are located within the Jacks Branch DSAP. State compliance review of that action under section 163.3184(3) or (4) was not required.

7. In 2011, the Legislature created the right to opt out or withdraw from a sector plan. See § 163.3245(8), Fla. Stat. This can be accomplished "only with the approval of the local government by plan amendment adopted and reviewed pursuant to s. 163.3184." Id. In response to the statutory amendment, the County adopted a plan amendment which provides that any additions to, or deletions from, a DSAP must follow the established procedures in the Plan. See Ex. 40, p. 14.

8. In order to consolidate the County zoning districts, on April 16, 2015, the County adopted Ordinance No. 2015-12, which repealed the entire Land Development Code (LDC) and replaced it with a new LDC, which has a county-wide rezoning plan.

9. After the first (and only) application to opt out of the Sector Plan was filed by a property owner, on March 16, 2017, the County amended the LDC through Ordinance No. 2017-14, which establishes seven criteria for evaluating this type of request. See LDC, § 2-7.4. The Ordinance was not challenged. According to the County, the criteria were actually drafted by the Department of Economic Opportunity (DEO) and require it to consider the following:

> 1. All standard Comprehensive Plan map criteria;
>
> 2. Comprehensive Plan requirement for changes to an existing DSAP;
>
> 3. The size of the subject parcel in relation to the individual DSAP land use category and in relation to the overall Sector Plan, to specifically include the aggregate acreage of any previously granted opt-outs;
>
> 4. The existing transportation infrastructure and any impact the proposed opt-out may have on the capacity of the infrastructure;
>
> 5. The underlying existing zoning category and its compatibility with surrounding DSAP land use designations;
>
> 6. The consistency of the requested future land use designation with the underlying zoning; and
>
> 7. The previous future land use designation.

10. Besides the foregoing criteria, subsection 2-7.4(b) provides that when the County reviews an opt-out application:

> [t]o the extent possible, the staff analysis and the reviewing bodies shall consider whether the applicant lost development rights or was effectively downzoned as part of the Sector Plan adoption. The Board may take into consideration any other relevant factors in making its determination related to the request.

11. Once a parcel is removed from the County's Sector Plan, the underlying zoning that was in effect when the Sector Plan was created remains the same, but a new future land use (FLU) category must be assigned to the property by a plan amendment. § 163.3245(8), Fla. Stat. Withdrawing from a DSAP does not modify the DSAP because the DSAP is the development standard itself.

The Property

12. The parcel lies on the eastern edge of the DSAP about ten miles north of Interstate 10 on the northwest corner of Highway 29 and Neal Road. Highway 29 is a major four-lane arterial road running in a north-south direction with a median in the middle. The road is maintained by the state. Neal Road is a small, two-lane County road that intersects with Highway 29 from the west and provides access to a residential area where Petitioner resides. Existing commercial development is located on the east side of Highway 29. Most recently, a Family Dollar

Store was developed directly across the street from the property.

13. Currently, the parcel is vacant and lies in the Conservation Neighborhood District, which permits a maximum density of three dwelling units per gross acre and is the lowest density of residential development allowed in the Sector Plan. Only residential uses are allowed in the district, which is intended to treat stormwater and preserve open space and wildlife. Based on maps of the area, Petitioner's property appears to be no more than one-half mile west of the subject property. The character of the area in Petitioner's neighborhood is low-density residential development.

14. Before the Sector Plan was adopted, the assigned land use on the parcel was MU-S. This use is intended for "a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses." Its express purpose is to serve as a mixed-use area. As described by a County witness, "the mixed-use aspect of it allows a non-residential component first, but, again, it's predominately residential, low-density residential." The range of allowable uses includes residential, retail services, professional office, recreational facilities, and public and civic, with a maximum intensity of a 1.0 floor area ratio.

15. Until the Sector Plan was created, the parcel was zoned as Gateway Business District (GBD). Under the new rezoning plan established in 2015, all parcels outside the Sector Plan which were zoned GBD were consolidated with similar zoning categories into the new district of Heavy Commercial/ Light Industrial (HC/LI). Permitted uses under this district are residential, retail sales, retail services, public and civic, recreation and entertainment, industrial and related, agricultural and related, and "other uses," such as billboards, outdoor sales, trade shops, warehouses, and the like.

16. Once a parcel is withdrawn from the Sector Plan, it retains the underlying zoning in effect when the DSAP was established. Because the new zoning scheme consolidates GBD into HC/LI, the parcel will revert to HC/LI. Therefore, the zoning and land use will be the same as they were before the Sector Plan was created. This combination is not unusual, as there are "multiple parcels" outside the DSAP that have this zoning/land use pairing.

The Challenged Amendment

17. In June 2016, the property owner filed an application with the County requesting that his parcel be removed from the Mid-West Sector Plan. At that time, neither the County nor the applicant realized that a new land use must be assigned. Consequently, no request for a new land use was made.

18. Because this was the first time an opt-out application had been filed with any local government, the County had a series of meetings with DEO seeking guidance on how to proceed. It was told by DEO that the opt-out application and a FLU change should be processed in the same manner as a FLUM amendment and then reviewed under the State Coordinated Review process. DEO also provided suggested criteria that should be considered when processing such an application. These criteria were adopted as new LDC section 2-7.4. The County followed all steps suggested by DEO.

19. DEO instructed the County to require a second application from the property owner, which included a request for a new land use category. After the second application was filed, the County began the process of determining whether the application satisfied the opt-out criteria in section 2-7.4 and relevant Plan requirements.

20. The second application addressed the FLU requirement and contained the analysis required for each component of the Plan. A future land use of Mixed-Use Urban (MU-U) was initially requested by the owner. This category is consistent with HC/LI zoning, but is a much more intense land use category than MU-S. Because of concerns that the MU-U land use would not be compatible with the surrounding neighborhood in the DSAP, the County changed the proposed new land use to MU-S, the use assigned to the property before the Sector Plan was adopted.

MU-S is the same land use assigned to other non-Sector Plan parcels surrounding the subject property, and there are non-industrial uses within the HC/LI zoning district that are consistent with MU-S. If the application is approved, only 25 potential residential units will be removed from the total Sector Plan, and the reduction in total developable area will be de minimis. Except for a change to the DSAP map and the acreage table, no changes to the text of the DSAP are made.

21. During the application process, the County addressed natural resources, wetlands, historically significant sites, and impacts on the environment. The County also evaluated the application in light of the criteria found in section 2-7.4 and determined that, as a whole, it satisfied those requirements. See Cnty. Ex. 34, pp. 28-39. Because a proposed use of the property was not submitted with the application, an analysis of a specific use was not made. When a site plan to develop the property is filed, the proposed use will be evaluated by the Development Review Committee, and then by the Board of County Commissioners. That review will ensure that the intended development will not be inconsistent with the zoning district and land use assigned to the parcel.

22. The opt-out request was debated extensively during a series of ten public hearings that began in September 2016. Members of the public were allowed to speak for or against the proposal. On September 7, 2017, the County voted to amend

the Plan by (a) allowing the parcel to withdraw from the OSP, (b) removing the Sector Plan overlay on the parcel, and (c) amending the FLUM by assigning the property a MU-S land use designation. No other changes were made. The amendment does not create a remnant area or fragmented DSAP.

23. The amendment was transmitted to DEO for review under the State Coordinated Review process. DEO determined it met the requirements of chapter 163 for compliance purposes. The State Coordinated Review is more comprehensive than the Expedited Review process under section 163.3184(3). On November 8, 2017, a Notice of Intent to find the amendment in compliance was issued by DEO. See Cnty. Ex. 39. Petitioner filed her Petition within 30 days after the Ordinance was adopted, but before DEO issued its Notice of Intent. Therefore, it was timely.

24. Besides DEO's review, the Department of Transportation and Department of Education reviewed the proposal for impacts on transportation and school concurrency, respectively. No further information was requested from the County by any agency.

Petitioner's Objections

25. In the parties' Pre-hearing Stipulation, Petitioner raises a procedural objection to the manner in which the withdrawal application was adopted. She also alleges generally that the amendment creates inconsistent and incompatible zoning and future land use pairing in violation of sections 163.3177(2) and 163.3194(1); is inconsistent with the FLU Element; conflicts

with statutory provisions regarding compatibility of adjacent land uses; and lacks sufficient data and analysis required by section 163.3177(1)(f). These contentions, and others not directly related to a compliance challenge, are addressed below.

26. Petitioner first contends an opt-out application must be adopted by a local development order, rather than by a plan amendment. She argues the County erred by not providing her the opportunity to cross-examine witnesses at the adoption hearing and failing to subject the proposal to more "intense review and analysis." The quasi-judicial process requires strict scrutiny of a local government's action, rather than a fairly debatable standard of review, and provides third parties the right to challenge the local government's decision in circuit court, rather than in a section 163.3184 proceeding. This contention has been rejected and is addressed in the Conclusions of Law.

27. Petitioner contends approval of the application will lead to further requests by other property owners to opt out of the Sector Plan. Currently, there are over 1,000 property owners in the Sector Plan. During the County hearings, staff identified 24 or 25 other properties that might choose to file an opt-out application in the future. Whether those owners will do so is no more than speculation at this point. The County responds that it will evaluate each application on a case-by-case basis. A case-by-case analysis is necessary because an application involving a large parcel of property would

clearly have a different analysis than one which involves only 8.67 acres. More importantly, because the opt-out process is a statutory right created by the Legislature, the County is obligated to consider every opt-out application filed, and if it satisfies the applicable criteria, it must be approved. In any event, there is nothing in sections 163.3184 or 163.3245 which requires the local government to deny an application merely because another property owner might file a similar application at some point in the future.

28. Petitioner contends the County acted "unreasonably" because it did not establish opt-out criteria until after the application was filed. The County's action was reasonable under the circumstances because it had no standards or precedent for reviewing this type of application; at the direction of DEO, the criteria were adopted before final action on the application was taken; and the criteria were considered by the County.

29. Petitioner contends the criteria in section 2-7.4 are vague and lack specific, objective evaluation standards. However, Ordinance No. 2017-14 was never challenged and is presumed to be valid.

30. Petitioner contends HC/LI zoning is inconsistent with the MU-S land use and violates sections 163.3177(2) and 163.3194(1)(b).[1/] Those provisions require generally that zoning regulations and land uses be consistent with one another and the elements of the Plan.

31. The zoning and land use will be the same as existed before the Sector Plan was adopted. They correlate with the zoning and land use on numerous other non-Sector Plan parcels in the immediate area and throughout the County. MU-S contemplates a mixed-use area, while HC/LI contains a variety of residential, commercial, and industrial uses. Although industrial uses are inconsistent with the land use, see Endnote 1, there are many other uses within the zoning district that are compatible with MU-S. It is fairly debatable that the zoning and land use designation are compatible.

32. FLU Objective 1.3 provides that future land use designations should "discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas." By allowing more intensive development next to the Conservation Neighborhood District, Petitioner contends the plan amendment is inconsistent with this directive because it encourages urban sprawl. "Sprawl" is defined in chapter 3 of the Plan as

> [h]aphazard growth of dispersed, leap-frog and strip development in suburbs and rural areas and along highways; typically, sprawl is automobile-dependent, single use, resource-consuming, and low-density development in previously rural areas and disconnected from existing development and infrastructure.

33. The parcels on the east side of Highway 29 have similar zoning and land uses as the subject property and are

interspersed with commercial development. Therefore, future development on the subject property would not be "disconnected from existing development and infrastructure," and it would not leap-frog into non-developed areas. It is fairly debatable that the plan amendment does not encourage urban sprawl.

34. Petitioner contends the underlying zoning on the parcel is incompatible with the land use in her neighborhood. Although the County considered this issue, it points out that the Sector Plan and Comprehensive Plan have different development standards, and therefore there is no requirement that it consider the compatibility of non-Sector Plan property with property in the DSAP. Moreover, to restore the property rights that an owner once had, when the withdrawal application is approved, the property should revert to the underlying zoning in existence when the Sector Plan was established.

35. Notwithstanding the foregoing, LDC section 2-7.4(a)5. requires that when reviewing an opt-out application, the County must consider "[t]he underlying existing zoning category and its compatibility with surrounding DSAP land use designations." To this end, the County addressed this factor by assigning a less intense MU-S land use to the parcel so that more intense uses allowed by HC/LI would be prohibited or minimized. It is fairly datable that the underlying zoning will be compatible with the neighboring area.

36. Petitioner contends the amendment is not supported by data and analysis, as required by section 163.3177(1)(f).

37. Prior to adopting the amendment, the County staff made a qualitative and quantitative analysis of impacts on natural resources, wetlands, historically significant sites, the environment, and adjacent lands.

38. Because Highway 29 is a state road, the County has limited planning responsibilities for traffic impacts. Even so, a limited analysis of traffic impacts is found in County Exhibit 17. In addition, the Department of Transportation performed a more complete analysis of traffic impacts attributable to the amendment. Because the parcel is currently vacant, traffic impacts on Neal Road cannot be fully analyzed until a site plan is filed.

39. A review of school concurrency issues was performed by the Department of Education and no adverse comments were submitted. The County verified that Emerald Coast Utility Authority had available water, sewer, and garbage capacity to serve the parcel. Finally, the County took into account the fact that removal of such a small parcel from the edge of the eastern side of the Sector Plan would have minimal, if any, effect on the Sector Plan goals and objectives.

40. It is fairly debatable that the amendment is supported by relevant and appropriate data and analysis.

41. All other contentions not specifically discussed have been considered and rejected.

CONCLUSIONS OF LAW

42. To have standing to challenge or support a plan amendment, a person must be an "affected person" as defined in section 163.3184(1)(a). Petitioner is an affected person within the meaning of the law.

43. Because section 163.3245(3) requires a DSAP to be adopted by a local development order, Petitioner argues that an application to withdraw from the Sector Plan must be processed in the same manner. As noted earlier, the adoption of a local development order constitutes quasi-judicial action, rather than legislative action.

44. Whether an action is legislative or quasi-judicial determines the level of review it receives under Florida law. A local government's legislative action is subject to review under a deferential "fairly debatable" standard of review, while rulings made in its quasi-judicial capacity are subject to review by certiorari in circuit court and will be upheld only if they are supported by competent substantial evidence.

45. All comprehensive plan amendments are legislative decisions and subject to the fairly debatable standard of review. Coastal Dev. of N. Fla. v. City of Jacksonville Bch., 788 So. 2d 204, 209-10 (Fla. 2001); Martin Cnty. v. Yusum, 690 So. 2d 1288, 1295 (Fla. 1997). The plain language in two

statutes supports a conclusion that an opt-out application is a plan amendment. First, section 163.3245(8) provides that "an owner may withdraw his or her property from the master plan only with the approval of the local government by plan amendment adopted and reviewed pursuant to s. 163.3184." Second, in contrast to the process for adopting a local development order, section 163.3184(2)(c) provides that "an amendment to an adopted sector plan . . . must follow the state coordinated review process in subsection (4)." Given these clear statutory directives, the County correctly processed the application under section 163.3184, and it afforded Petitioner all rights to which she was entitled.

46. Under the process described in section 163.3184(4), plan amendments reviewed under the State Coordinated Review process are sent to the reviewing agencies within ten working days after the first public hearing. If DEO elects to review the amendment, it has 60 days in which to issue objections, recommendations, and comments regarding the amendment. Within ten days after the second public hearing, the local government shall transmit the amendment to DEO and other interested agencies for additional review. After a determination of completeness is made, DEO reviews the final version of the amendment and issues a notice of intent. In this case, a Notice of Intent to find the amendment in compliance was issued by DEO.

47. "In compliance" means that a plan amendment is consistent with the requirements of sections 163.3177, 163.3194, 163.3245, and other statutes not relevant here. See § 163.3184(1)(b), Fla. Stat.

48. The "fairly debatable" standard, which provides deference to the local government's disputed decision, applies to any challenge filed by an affected person. Therefore, Petitioner bears the burden of proving beyond fair debate that the challenged plan amendment is not in compliance. This means that "if reasonable persons could differ as to its propriety," a plan amendment must be upheld. Yusem, 690 So. 2d at 1295.

49. As previously found, it is fairly debatable that the plan amendment is internally consistent with other Plan provisions, it is not inconsistent with sections 163.3177, 163.3194(1), and 163.3245, the new land use and zoning are compatible with the surrounding area, and the amendment is supported by relevant data and analysis. Accordingly, the plan amendment is in compliance.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is

RECOMMENDED that the Department of Economic Opportunity enter a final order determining that the plan amendment adopted by Ordinance No. 2017-53 is in compliance.

DONE AND ENTERED this 10th day of May, 2018, in Tallahassee, Leon County, Florida.

D. R. ALEXANDER
Administrative Law Judge
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Filed with the Clerk of the
Division of Administrative Hearings
this 10th day of May, 2018.

ENDNOTE

[1/] A final hearing in this case was conducted in February 2018. On November 30, 2017, the County adopted Ordinance No. 2017-65, which amended the HC/LI zoning category to address certain inconsistencies created by the HC/LI zoning with the MU-S future land use category. On January 16, 2018, Petitioner filed a Petition with DEO pursuant to section 163.3213 in which she challenged the new regulation on the ground it is inconsistent with the Plan and does not implement the character of the MU-S land use. After conducting an investigation, on April 3, 2018, DEO determined that to the extent the regulation permits "light industrial" uses within the MU-S land use, the regulation is not consistent with the Plan. In all other respects, the regulation was deemed to be consistent. See Determination of Consistency of Land Development Regulation, Apr. 3, 2018. DEO's determination was appealed by Petitioner to DOAH. See Case No. 18-2109GM. Petitioner also filed a second Petition with DOAH challenging the Ordinance which adopted the regulation. See Case No. 18-2103GM. Therefore, the amended regulation is not yet effective.

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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.