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 – October 4, 2018 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Bergosh.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Danya Clapp, an Administrative Assistant in the Design and Construction Administration Division of the Facilities Management Department, on her selection as "Employee of the Month" for October 2018;

B. Adopt the Proclamation proclaiming October 10, 2018, as First Responder Appreciation Day in Escambia County and encouraging all citizens to take time out of their day to show first responders and their families how much we value their service;

C. Adopt the Proclamation proclaiming October 7 - 13, 2018, as Fire Prevention Week; and

D. Ratify the Proclamation dated September 25, 2018, proclaiming the week of October 3 through October 7, 2018, as a week to celebrate the 10th Annual Pensacola Beach Songwriters' Festival and urging all citizens and visitors to join in the celebration.

7. Written Communication:

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

B. August 16, 2018, Communication from Marceline Burnett, Buyer's Title Inc., requesting lien release from property located at 1220 West Nine 1/2 Mile Road.

Recommendation: That the Board review and consider the lien relief request made by Marceline Burnett against 1220 West Nine 1/2 Mile Road.

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

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

The property was foreclosed on and Certificate of Title was issued to Nationstar Mortgage LLC on April 23, 2018.

C. September 17, 2018 Communication from Edward Robinson requesting to address the Board regarding lack of enforcement of the noise Ordinance.

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

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

9. 5:31 p.m. Public Hearing Regarding the Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation.

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2018 Local Solicitation":

A. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2018 Local Solicitation" funds; total estimated amount of funds for Escambia County, Florida, is $125,841;

B. Authorize the Sheriff of Escambia County, Florida, to act as the Implementing Agency and Designee for the Chairman of the Board of County Commissioners for the Grant Program, to include the following:

1. Review and approve the online Grant Application;

2. Make the necessary Assurances and Certifications as to the expenditure of funds under the Program; and

3. Sign or validate online any other Program requirements, as may be required by the funding authority; and

C. Authorize the Chairman to sign or validate online any other Program requirements, as may be required by the funding authority, relating to the Chief Executive of the County.

10. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the July 2018 Returns Received in August 2018

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2018 returns received in the month of August 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2018; total collections for the month of July 2018 returns was $2,116,558.23; this is a 6.93% increase over the July 2017 returns; total collections year to date are 6.51% more than the comparable timeframe in Fiscal Year 2017.

2. Recommendation Concerning Acceptance of the August 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended August 31, 2018, as required by Ordinance Number 95-13; on August 31, 2018, the portfolio market value was $357,584,661 and portfolio earnings totaled $618,784 for the month; the short-term portfolio yield 1.87%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.01%; the long-term CORE portfolio achieved a yield of 2.63%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.64%.

3. 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 2018 Annual Investment Report for Fiscal Year ended September 30, 2018, for the Escambia County Sheriff's Office; and

B. DEP Grant Agreement No. S0705, Change Order No. 002, executed by the Chairman on August 16, 2018, based on the Board's action of July 24, 2014, authorizing the Chairman to sign any subsequent grant-related documents, pending Legal review and sign-off, without further action of the Board.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held September 13, 2018;

B. Approve the Minutes of the Second Budget Public Hearing regarding the Fiscal Year 2018/2019 County-wide Budget held September 17, 2018;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 20, 2018; and

D. Approve the Minutes of the Regular Board Meeting held September 20, 2018.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. 5:45 p.m. - Cancellation of a Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

   That the Board cancel the 5:45 p.m., Public Hearing scheduled to adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board.

2. 5:46 p.m. - Cancellation of a Public Hearing Concerning the Review of Bridlewood Subdivision, a Planned Unit Development

   That the Board of County Commissioners (BCC) cancel the 5:46 p.m., Public Hearing scheduled to review the development plan for Bridlewood Subdivision, a Planned Unit Development (PUD), and confirm consistency of the plan with Land Development Code (LDC) requirements.

3. 5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending Chapter 3 Regarding Structure Setbacks and Minimum Lot Widths

   That the Board of County Commissioners (BCC) cancel the 5:47 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, to explain structure setbacks on lots with multiple street frontage, define minimum lot widths on small radius rights-of-way, establish a minimum lot width within the HC/LI zoning district, and establish a minimum side setback for single-family dwellings that may be within the Commercial and Industrial zoning districts.

4. 5:48 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the Design Standards Manual, Chapter 1 and Land Development Code, Chapter 6, Definitions

   That the Board of County Commissioners (BCC) cancel the 5:48 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Design Standards Manual (DSM), Chapter 1 and Land Development Code (LDC), Chapter 6, Definitions.

5. 5:49 p.m. - A Public Hearing Concerning the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 13009 Beulah Road, Cantonment, FL, Escambia County Landfill

That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 13009 Beulah Road, Cantonment, FL, owned by Escambia County.

II. Action Item

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

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

A. Approve the final plat for recording;

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

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

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

2. Recommendation Concerning Final Plat Beulah Oaks Permit #18062040

That the Board take the following action concerning recording of Beulah Oaks (a 20-lot residential subdivision), located in the Beulah Community and lying west of Beulah Road and north of Mobile Highway (U.S. Highway 90). Owned and developed by Olde City Developers, 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 “Beulah Oaks Drive and Beech Tree Road”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted on 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 without Surety, for Streets and Drainage Improvements.

ATTACHMENTS WILL BE DISTRIBUTED UNDER SEPERATE COVER.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

November 1, 2018

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following rezoning cases heard by the Planning Board on October 1, 2018.

1. Case No.:	**Z-2018-09**
Address:	1900 Block Tate Road
Property Reference No.:	27-1S-31-0802-002-002
From:	LDR, Low Density Residential district (four du/acre)
To:	LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	5
Requested by:	Ronald Williams, Owner
2. Case No.:	**Z-2018-11**
Address:	Dogwood Place
Property Reference No.:	34-2S-30-0040-010-003
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	3
Requested by:	Gilbert Nelson, Owner
3. Case No.:	**Z-2018-13**
Address:	2335 Klinger Street
Property Reference No.:	18-1S-30-1201-005-005
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	Robert Beasley, Agent for Crosby Holdings, LLC, Owner

B. 5:46 p.m. - A Public Hearing - Bridlewood Planned Unit Development

Summary: Rebol-Battle & Associates, Consulting Engineers, project agent and engineer, submitted a Master Plan and associated subdivision development plans for PUD approval. The proposed subdivision is located in Section 16, Township 1 South, Range 31 West and is currently mostly zoned LDR with a little portion of MDR. The site is located on the North side of Mobile Highway West of Klondike Road and East of Beulah Road. The project encompasses approximately 322.99 (+/-) acres total which also includes 221.82 acres of wetlands. The subject parcels are 16-1S-31-2000-513-005, 16-1S-31-2000-510-005, 16-1S-31-2000-600-005 and will include 388 lots.

C. 5:47 p.m. - A Public Hearing - Lot Width Solution Ordinance

Summary: LDC amendment to specify minimum widths for new lots fronting curved rights-of-way.

D. 5:48 p.m. - A Public Hearing - DSM Ordinance

Summary: Changes to Chapter 1, Design Standards Manual (DSM) Chapter 1, Engineering, concerning stormwater ponds, Minor Subdivisions, stormwater management plans, roadway design, removing a reference to density bonus. LDC, Chapter 6 definitions, adding definition for conveyance system.

E. 5:49 p.m. - A Public Hearing - Medical Marijuana Ordinance (first of two public hearings)

Summary: Section 381.986, Florida Statutes (2018), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate and process medical cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight. The Escambia Board of County Commissioners finds that it is in the best interests of the health, safety, and welfare of its citizens to authorize Medical Marijuana Treatment Centers within the boundaries of the County.

F. 5:50 p.m. - A Public Hearing - CPA-2018-02 (first of two public hearings)

Summary: The Escambia County Board of County Commissioners finds that an amendment to the Comprehensive Plan, OBJ FLU 3.1 Rural Development, deleting FLU 3.1.5 New Rural Communities, is necessary and appropriate based on the changing needs within the County.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Scheduling and Advertising of Two Public Hearings to Designate 128 Airport Boulevard and the 6200 Block North Palafox as a Brownfield Area - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board take the following action concerning two Public Hearings to receive public input on the designation of 128 Airport Boulevard, Pensacola, Florida 32503 (Property Reference Numbers (PRNs) 351S309002002012 and 351S309002007008) and the 6200 Block of North Palafox Highway, Pensacola, Florida 32503 (PRN 361S309002000003) as a brownfield area for the purposes of economic development and environmental rehabilitation:

   A. Approve the scheduling and advertising of the first of two Public Hearings on October 18, 2018, at 5:32 p.m.; and

   B. Approve the scheduling and advertising of the second of two Public Hearings on November 1, 2018, at 5:32 p.m.

2. Recommendation Concerning Reappointments to the Building Services Department Inspections Fund Advisory Board - Tim Tolbert, Building Official/Department Director

   That the Board take the following action concerning reappointments to the Building Services Department Inspections Fund Advisory Board (IFAB):

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

   B. Reappoint the following two members for a three-year term, retroactively to October 1, 2018, through September 30, 2021:

   1. John Harold, Building Contractor, J.M. Harold Construction, Inc.; and

   2. Karen Polk Wright, Senior Vice President, ServisFirst Bank.

3. Recommendation Concerning the Mutual Aid Agreement Between Lifeguard Ambulance Service of Florida, LLC, and Escambia County - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action regarding the Emergency Medical Services Mutual Aid Agreement, for emergency medical assistance between Lifeguard Ambulance Service, LLC, and Escambia County:

   A. Approve the Emergency Medical Services Mutual Aid Agreement, for emergency medical assistance between Lifeguard Ambulance Service, LLC, and Escambia County that is effective on the date of execution by the last-signing party and that shall continue indefinitely unless terminated; and

   B. Authorize the County Administrator to execute the Emergency Medical Services Mutual Aid Agreement.

4. Recommendation Concerning the OLF8 Master Plan Request for Proposals - J. Taylor “Chips” Kirschenfeld, Director, Department of Natural Resources Management

   That the Board take the following action regarding the OLF8 Master Plan Request for Proposals (RFP):

   A. Approve the OLF8 Master Plan RFP Scope of Work;

   B. Authorize staff to begin the solicitation process through the Office of Purchasing; and

   C. Authorize staff to shortlist responses to no more than three firms (not ranked) to bring to the Board for review, ranking, and selection.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders, in Excess of $50,000, for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, for the Fiscal Year 2018-2019, 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 Solid Waste Fund Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	$260,000	PD 17-18.055 BCC 8-2-18
B.	Bridgestone Americas, Inc. d/b/a GCR Tire Center Vendor Number: 025944 Repairs and Maintenance Fund: 401 Solid Waste Fund 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
C.	Fairbanks Scales, Inc. Vendor Number: 060214 Repairs and Maintenance For Scales at Perdido and Palafox Fund: 401 Solid Waste Fund Cost Center: 230307 (Transfer Station)	$55,000	PD 14-15.092 BCC 11-5-15

	Cost Center: 230314 (Operations)		
D.	Gulf Coast Environmental Contractors, Inc. Vendor Number: 060214 Repairs and Maintenance Large Machine Mowing Perdido Landfill Fund: 401 Solid Waste Fund Cost Center: 230314 (Operations)	$70,000	PD 17-18.051
E.	LFG Technologies, Inc. Vendor Number: 120081 Other Contractual Services and Repairs and Maintenance For Gas to Energy System Fund: 401 Solid Waste Fund Cost Center: 230308 (Gas to Energy)	$85,000	PD 07-08.111 5YR Operations & Maintenance Agreement Extended by BCC 5-15-14
F.	Perma Fix of Florida, Inc. Vendor Number: 422111 Other Contractual Services Collection and Disposal Household Hazardous Waste Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling)	$200,000	PD 15-16.031 BCC 5-19-16
G.	R. K. Allen Oil Company, Inc. Vendor Number: 011470 Lubrication Products, Anti-freeze And Brake Fluid Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	$50,000	PD 16-17.056 BCC 8-3-17
H.	SETCO, Inc. Vendor Number: V0000393 Solid Rubber Tires for 966 Loaders Fund: 401 Solid Waste Fund Cost Center: 230307 (Transfer Station)	$88,000	Original Equipment Manufacturer

I.	Thompson Tractor Vendor Number: 201640 Repairs and Maintenance/Rentals Fund: 401 Solid Waste Fund 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)	$500,000	Original Equipment Manufacturer
J.	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. Allsouth Construction Services, LLC Vendor No. 420550 2. B&W Utilities, Inc. Vendor No.: 420661 3. Chavers Construction, Inc. Vendor No. 032335 4. Gulf Atlantic Constructors, Inc. Vendor No. 843895 5. Gulf Marine Construction, Inc. Vendor No: 072896 6. Heaton Brothers Construction Company, Inc. Vendor No.: 081314 7. J. Miller Construction, Inc. Vendor No. 133404 8. Midsouth Paving, Inc.	$600,000	PD 16-17.081 BCC 11-30-17

	Vendor No. 133305 9. Panhandle Grading & Paving, Inc. Vendor No. 160114 10. Principle Properties, Inc. Vendor No.: 420785 11. Roads, Inc. of NWF Vendor No. 182328 12. Site and Utility, LLC. Vendor No.: 420683 13. Utility Service Company, Inc. Vendor No. 211593		

2. Recommendation Concerning the Memorandum of Agreement between Escambia County and The Humane Society of Pensacola, Florida, Inc. - John Robinson, Animal Services, Division Manager

   That the Board take the following action concerning the Memorandum of Agreement between Escambia County and The Humane Society of Pensacola, Florida, Inc.:

   A. Approve the Agreement, which provides the terms and conditions whereby the County agrees to contribute, for the County's current Fiscal Year 2018/2019, the sum of $40,000, to The Humane Society of Pensacola, Florida, Inc., to fund spay and neuter services; and

   B. Authorize the Chairman to sign the Agreement.

   [Funding: Fund 001, General Fund, Cost Center 250205, Account 58201]

3. Recommendation Concerning Agreement for Equine Services between Escambia County, Florida, and Panhandle Equine Rescue, Inc. - John Robinson, Animal Services Division Manager

   That the Board take the following action concerning the Agreement for Equine Services between Escambia County, Florida, and Panhandle Equine Rescue, Inc.:

   A. Approve the Agreement; and

   B. Authorize the County Administrator to sign the Agreement.

   [Funding: Fund 001, General Fund, Cost Center 250207, Account 58201]

4. Recommendation Concerning the Issuance of Fiscal Year 2018-2019 Purchase Orders, in Excess of $50,000, for the Mass Transit Department - Mike Crittenden, Mass Transit Department Director.

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2018-2019, based upon previously-awarded contracts, contractual agreements, or annual requirements, as provided, for the Mass Transit Department.

The issuance of these Purchase Orders during the first week of October 2018 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County:

Vendor / Contractor	Amount	Contract Number
Auto, Truck, & Industrial - NAPA Vendor Number: 015006 Bus Parts Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $50,000	$50,000	N/A
Bridgestone Americas, Inc Vendor Number: 025944 Tires Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $115,000	$115,000	25172500-WSCA-15-ACS
Ward International Vendor Number: 230582 Bus Parts Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $120,000	$120,000	N/A
Gillig, Inc. Vendor Number: 071399 Bus Parts Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance)	$85,000	Proprietary

Amount: $85,000		
R K Allen Vendor Number: 011470 Oil / Grease / Lubricants Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $50,000	$50,000	PD 13-14.053
G&S Holdings Vendor Number: 050992 Bus Parts Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $50,000	$50,000	
ITL Solutions Vendor Number 423758 Paratransit Services Fund 104 (Mass Transit) Cost Center: 211215 (Paratransit) Amount: $3,029,748	$3,029,748	PD 16-17.068

5. Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

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

	Vendor/Contractor	Amount	Contract Number
A.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $138,000	$138,000	PD 17-18.055
B.	American Facility Services, Inc. Vendor Number:012106 Contract Custodial Services for County Buildings Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $695,500 Fund: 501 (Internal Service) Cost Center: 150112 (Employee Health Clinic/Custodial) Amount: $10,000	$705,500	PD 17-18.014

6. Recommendation Concerning Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

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

	Vendor	Amount	Contract Number
A.	AT & T (Bellsouth Telecommunications) Vendor Number: 010542 911 Communications Fund: 145 (E-911) Cost Center: 330404	$425,862	Annual Support Service for Original Equipment
B.	Bound Tree Medical Vendor Number: 02153 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	$82,000	PD 14-15.083
C.	Bound Tree Medical Vendor Number: 02153 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	$22,000	PD 14-15.084
D.	City of Pensacola Vendor Number: 406544 Support of 9-1-1 Telecommunications Fund: 145 (E911 Operations) Cost Center: 330404	$246,000	Agreement with Automatic Renewal, as amended. Approved by BCC 1/23/96
E.	Henry Schein, Inc. (Matrix Medical) Vendor Number: 131760 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	$50,000	PD 14-15.083
F.	Henry Schein, Inc. (Matrix Medical) Vendor Number: 131760 Pharmaceutical Supplies Fund: 408 (EMS)	$50,000	PD 14-15.084

	Cost Center: 330302		
G.	Henry Schein, Inc. (Matrix Medical) Vendor Number: 131760 LifePak Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	$52,500	PD 14-15.085
H.	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 143 (Fire Protection) Cost Center: 330206	$80,000	State Contract
I.	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 408 (EMS) Cost Center: 330302	$60,000	State Contract
J.	Verizon Wireless Vendor: 220218 Cell Service Fund: 001 (General) 408 (EMS) Cost Centers: 330402,330403,330801,330302	$65,000	PD 14-15.093
K.	Verizon Wireless Vendor: 220218 Cell Service Fund: 143 (Fire Protection) Cost Center: 330206	$50,268	PD 14-15.093
L.	Galls, Inc. Vendor: 070290 Uniforms Fund: 001 (General) 408 (EMS Cost Centers: 330402, 330403, 330302	$115,000	PD 16-17.093
M.	Galls, Inc. Vendor: 070290 Uniforms Fund: 143 (Fire) Cost Center: 330206	$80,000	PD 16-17.093

N.	Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	$425,000	Blanket Purchase Order
O.	Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
P.	G & S Holdings, LLC Vendor Number: 050992 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
Q.	Fisher Scientific Co, LLC Vendor Number: 061420 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
R.	Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302	$59,054	Blanket Purchase Order
S.	McKesson Medical-Surgical, Inc. Vendor Number: 423474 Fund: 408 EMS Cost Center: 330302	$75,000	Blanket Purchase Order
T.	Knowles On Site Repair, Inc. Vendor Number: 423016 Fund: 145 (Fire) Cost Center: 330206	$50,000	Blanket Purchase Order
U.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	$150,000	Blanket Purchase Order
V.	Ten-8 Fire Equipment Inc Vendor Number: 200935 Fund: 145 (Fire) Cost Center: 330206	$60,000	Blanket Purchase Order

7. Recommendation Concerning Utilization of the First of Two Possible One-Year Renewals Provided for in the Multiple Award Agreement for Food Service Supplies, PD 16-17.024 - William Powell, Director of Corrections

That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the following Agreements covered by PD 16-17.024:

A. Agreement Relating to Food Service Supplies, PD 16-17.024, between Sysco Gulf Coast, Inc., and Escambia County, Florida; and

B. Agreement Relating to Food Service Supplies, PD 16-17.024, between The Merchants Company, Inc., and Escambia County, Florida.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290202]

8. Recommendation Concerning the Fiscal Year 2018-2019 State Financial Assistance Recipient Agreement for Mosquito Control - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Fiscal Year 2018-2019 State Financial Assistance Recipient Agreement (FDACS Contract #025495) with the Florida Department of Agriculture and Consumer Services (FDACS), Division of Administration, in the amount of $31,438.24, for the Mosquito Control Division.

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

9. Recommendation Concerning Approval of the 2018 HOME Investment Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning implementation of the 2018 HOME Investments Partnerships Act (HOME) Program Grant (#M-18-DC-12-0225):

A. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with the City of Pensacola, providing for utilization of $166,719 (program and administrative support) in 2018 HOME funds, to support approved Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within the City of Pensacola;

B. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with Santa Rosa County, providing for utilization of $265,071 (program and administrative support) in 2018 HOME funds, to support approved Homebuyer and Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within Santa Rosa County; and

C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fund 147, HUD HOME Consortium, Cost Center 370270]

10. Recommendation Concerning the Miscellaneous Appropriation Agreement with the United Way of Escambia County, Inc., (Community Investments to Improve Lives) for Fiscal Year 2018/2019 for Outside Agencies - Tonya Gant, Director, Department of Neighborhood & Human Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreement with the United Way of Escambia County, Inc., (Community Investments to Improve Lives):

A. Approve the Miscellaneous Appropriations Agreement to be paid from the General Fund (001), Cost Center 370102, in the amount of $90,725;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Order.

11. Recommendation Concerning the Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Keep Pensacola Beautiful, Inc., in the amount of $51,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

12. Recommendation Concerning Nine Miscellaneous Appropriations Agreements for Fiscal Year 2018/2019 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriation Agreements to be paid from the General Fund (001), Cost Center 110201:

1. Another Chance Transitional Services (ACTS), in the amount of $20,000;
2. Community Organizations Active in Disaster, Inc., D/B/A BRACE (Be Ready Alliance Coordinating for Emergencies), in the amount of $81,250;
3. Council on Aging of West Florida, Inc., in the amount of $45,000;
4. Escambia Community Clinics, Inc., D/B/A Community Health Northwest Florida, Inc., in the amount of $103,876;
5. New World Believers, Inc., in the amount of $15,000;
6. Pensacola Caring Hearts, Inc., in the amount of $13,000;
7. Pensacola's Promise, Inc., d/b/a Chain Reaction, in the amount of $19,000;
8. Wildlife Sanctuary of Northwest Florida, Inc., in the amount of $35,000; and
9. United Way of Escambia County, Inc. (211 First Call for Help), in the amount of $25,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Orders.

13. Recommendation Concerning Two Miscellaneous Appropriations Agreements for Fiscal Year 2018/2019 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements for Civil Legal Aid Services with the following organizations to be paid from Fund 115, Article V, Court Administration, Cost Center 410802:

1. Legal Services of North Florida, Inc., in the amount of $62,344; and
2. Northwest Florida Legal Services, Inc., in the amount of $62,344;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

14. Recommendation Concerning Eight Miscellaneous Appropriations Agreements for Fiscal Year 2018/2019 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105:

1. African-American Heritage Society, Inc., in the amount of $30,000;
2. Gulf Coast Veterans Advocacy Council, Inc., in the amount of $5,000;
3. Naval Aviation Museum Foundation, Inc., in the amount of $100,000;
4. West Florida Historic Preservation, Inc., for maintenance and conservation of St. Michael's Cemetery, in the amount of $25,000;
5. West Florida Historic Preservation, Inc., for maintenance and conservation of AME Zion Cemetery and Magnolia Cemetery, in the amount of $25,000;
6. West Florida Historic Preservation, Inc., for maintenance and conservation of Mt. Zion Cemetery, in the amount of $20,000;
7. West Florida Historic Preservation, Inc., in the amount of $120,000; and
8. William Banks Enterprise, Inc., in the amount of $150,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

15. Recommendation Concerning Three Miscellaneous Appropriations Agreements for Fiscal Year 2018/2019 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the Local Option Sales Tax Fund (353), Cost Center 110277:

1. Gulf Coast Minority Chamber of Commerce, Inc., in the amount of $60,000;
2. Junior Achievement of Northwest Florida, Inc., in the amount of $20,000; and
3. Escambia County School Readiness Coalition, Inc., D/B/A Early Learning Coalition of Escambia County, in the amount of $238,875;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

16. Recommendation Concerning the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola for Fiscal Year 2018/2019 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action regarding the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola:

A. Approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola Relating to the Fiscal Year 2018/2019 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of $550,000, to be paid from the Local Option Sales Tax Fund (353), Cost Center 110277, for a one-year period from October 1, 2018, through September 30, 2019;

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

C. Authorize approval of the necessary Purchase Order.

17. Recommendation Concerning Miscellaneous Appropriations Agreement for Fiscal Year 2018/2019 between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc., in the total amount of $6,815,839. The amount of $5,309,693 will be paid from the 3rd Cent Tourist Development Tax Fund (108), Cost Center 360101, and the amount of $1,506,146 will be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105; and

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

[Funding: Fund 108, 3rd Cent Tourist Development Tax Fund, Cost Center 36101 - $5,309,693; Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105 - $1,506,146, for a total of $6,815,839]

18. Recommendation Concerning an Agreement with Gulf Coast Kid's House, Inc., for Child Protection Team Services - Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning an Agreement to provide required medical examinations of allegedly abused, abandoned, or neglected children:

A. Approve the Agreement between Escambia County, Florida, and Gulf Coast Kid's House, Inc., for Child Protection Team Services, a Florida Department of Health designated Child Protection Team Provider, in the amount of $150,000, effective upon the date last executed by the parties and expiring on September 30, 2019, to fund medical examinations of allegedly abused, abandoned, or neglected children, at a rate of $300 per examination, pursuant to Florida Statute 39.304(5);

B. Authorize the Chairman to sign the Agreement; and

C. Approve the preparation of any necessary vouchers and Budget Amendments for the remainder of Fiscal Year 2018/2019, in the event the cost of medical examinations exceeds the previously-appropriated sum.

[Funding: Fund 001, General Fund, Cost Center 110201, Account 58234]

19. Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for Contracts Managed by Management and Budget Services - Stephan Hall, Budget Manager, Management and Budget Services

That the Board, for Fiscal Year 2018/2019, approve the issuance of individual Purchase Orders, for Contracts managed by Management and Budget Services, based upon previously-awarded annual requirements, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Warren Averett, LLC Vendor Number: 230810 Audit Services Fund: 001/115 (General & Article V Funds) Cost Centers: 140201/140701 Account: 53101 Amount: $224,323	$224,323	Board Approved: 7/10/2014 PD 13-14.054
B.	SMG Vendor Number: 190107 Bay Center Management Fee and Food and Beverage Commission Fund: 409 (Bay Center Fund) Cost Center: 360401 Account: 53401 Amount: $283,577	$283,577	Board Approved: Agreement 2/16/2012 Amendment 5/21/2015
C.	Florida Department of Health d/b/a Escambia County Health Department Vendor Number: 051513 Health Services Fund: 001 (General Fund) Cost Center: 360301 Account: 58101 Amount: $337,649	$337,649	Provision of Section 154.01(3), Florida Statutes Resolution and Contract to be Board approved

20. Recommendation Concerning Supplemental Budget Amendment #002 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #002, Other Grants and Projects Fund (110), in the amount of $51,390, to recognize proceeds from the State of Florida Division of Emergency Management Federally Funded Subaward and Grant agreement Contract Number EMW-2017-55-00061, and to appropriate these funds for training and sustainment of Escambia County's Hazardous Materials Response Team.

21. Recommendation Concerning a Contract Award for the Barrancas Avenue Beautification Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement between Escambia County, Florida, and Wallace Sprinkler & Supply, Inc., per the terms and conditions of PD 17-18.088, Barrancas Avenue Beautification Project, in the amount of $194,388.73.

[Funding: Fund 151, Brownsville CRA, Cost Center 370116, Object Code 56301]

22. Recommendation Concerning the Issuance of a Purchase Order for One 2019 CUES Pipeline Inspection System Mounted on a 2019 Ford F-550 Chassis - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis:

A. Rescind the Board's action of September 6, 2018, regarding the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis (County Administrator's Report Item II-20). (The original Board action included a scrivener's error as to which firm was awarded the HGACBuy contract. Adams Equipment Co., Inc., provided a written quote, but the contract was awarded to CUES, Inc. Adams Equipment Co., Inc., is a subcontractor to CUES, Inc.);

B. Authorize the County to utilize the H-GAC Contract #SC01-18, in accordance with Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

C. Authorize the issuance of a Purchase Order Contract for the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis for the Engineering/Development Services Department of Escambia County, Florida, to CUES Inc., in the amount of $284,675, according to the specifications outlined in Specification Number VE 17-18.028.

In an effort to encourage competition from local businesses, and in compliance with Board adopted policy, this purchase was advertised on the Escambia County web site for thirty days. The original quote was the only bid received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211101, Object Code 56401, Amount $142,338; Fund 116 Development Review, Cost Center 240302, Object Code 56401, Amount $142,337]

23. Recommendation Concerning Contract Award Re-solicit Beulah Regional Park Restroom Building - 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 17-18.090, Re-solicit Beulah Regional Park Restroom Project in the amount of $152,925.51.

[Funding: Fund 352, Lost III, Cost Center 350229, Object Code 56301, Project Number 11PR1331 $80,000 and Project Number 08PR0059 $72,925.51]

24. Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000 for the Public Works Department - Joy Jones, P.E., Public Works Department Director

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

	Vendor/Contractor	Amount	Contract Number
A	**Genesee & Wyoming/Alabama and Gulf Coast Railway** **Vendor Number: 011274** **Signal Maintenance for Railroad Crossings** Fund 175 (Transportation Trust Fund) Cost Center 211201	$70,000	Annual Signal Maintenance for Railroad Crossings
B	**CSX Transportation** **Vendor Number: 030050** **Signal Maintenance for Railroad Crossings** Fund 175 (Transportation Trust Fund) Cost Center 211201	$75,000	Annual Signal Maintenance for Railroad Crossings
C	**Ingram Signalization** **Vendor Number: 406608** **Traffic Signal Response Maintenance** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$500,000	PD 15-16.088
D	**Coastline Striping, Inc.** **Vendor Number: 033766** **Pavement Markings** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers	$400,000	PD 16-17.072

	210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106		
E	**Gulf Coast Traffic Engineers Vendor Number: 072898 Signs** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$150,000	PD 16-17.073
F	**Award Purchase Orders in Excess of $50K for the Continuing Contract for Bridges, Docks and Boat Ramps** DKE Marine, Vendor Number 040206 Davis Marine, Vendor Number 040386 Gulf Marine, Vendor Number 072896 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$750,000	PD 12-13.001
G	**Award Purchase Orders for the Continuing Professional Services - Bridge Work; Construction Engineers** Thompson Engineering, Inc., Vendor Number 201604 Mott MacDonald Consultants, LLC, Vendor Number 081206	$300,000	PD 02-03.079

	Volkert, Inc., Vendor Number 220584 American Consulting Engineers, Vendor Number 012081 HDR Engineering, Inc., Vendor Number 080064 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106		
H	**Award Purchase Orders for the Continuing Professional Services Bridge Professional Technical Consulting** Mott MacDonald Consultants, LLC, Vendor Number 081205 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$200,000	PD 02-03.79
I	**Real Estate Services - Title Work** Coastal Land Title, Not Set Up Emerald Coast Title, Vendor Number 050874 Escarosa Land Research, Vendor Number 051907 First International Title, Vendor Number 150166 First American Title Insurance Company, Vendor Number T0024443	$100,000	Annual allocation for title searches for capital improvement projects

	Gulf Coast Title Company, Vendor Number 072783 Liberis Law Firm, PA, Vendor Number 121131 Partnership Title Company, Vendor Number 160307 Reliable Land Title Corp., Vendor Number 181837 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/210120/210121/210124 Fund 353 (LOST IV) Cost Center 210106		
J	**Property Appraisals** Asmar and Associates, Vendor Number 014139 Brantley and Associates, Vendor Number 410028 Fruitticher-Lowery Appraisal Group, Inc., Vendor Number 062707 Presley-McKenney and Associates, Vendor Number 164897 Sherrill Appraisal Company, Vendor Number 192901 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/210120/210121/210124 Fund 353 (LOST IV) Cost Center 210106	$100,000	Annual allocation for property appraisals for capital improvement projects

K	**Roads, Inc. of NWF** **Vendor Number: 182328** **OGCM Roads** **Hot-In-Place Resurfacing** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$500,000	PD 14-15.065
L	**Ingram Signalization** **Vendor Number: 406608** **Street and Navigational Lights** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$50,000	PD 15-16.089
M	**Miscellaneous Drainage/Paving Project (under $50K)** J Miller Construction, Vendor Number 133404 Perdido Grading and Paving, Vendor Number 163396 Chavers Construction, Vendor Number 032335 Green Procedures, Vendor Number 072184 Infrastructure Specialty Services, Vendor Number 420809 Warrington Utility and Excavation, Vendor Number 420622 Allsouth Construction, Vendor Number 420550	$500,000	Capital improvements projects, i.e paving and drainage projects, each project is under $50K

	Gulf Marine Construction, Vendor Number 072896 Brown Construction, Vendor Number 026101 Green Energy, Vendor Number 420664 B&W Utilities, Vendor Number 420661 BKW, Inc., Vendor Number 422039 SPB (South Baldwin Plumbing), Inc., Vendor Number 190028 Midsouth Paving, Inc., Vendor Number 133305 Gulf Atlantic Constructors, Vendor Number 843898 Utility Services Co., Inc., Vendor Number 211593 Biles Construction, Vendor Number 420638 Panhandle Grading and Paving, Vendor Number 160114 Roads, Inc. of NWF, Vendor Number 182328 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/350229 Fund 353 (LOST IV) Cost Centers 210106/350221		
N	**General Drainage and Paving Agreement - Paving and Drainage Projects** **$1,000,000 for each vendor** Allsouth Construction Services LLC, Vendor Number 420550 Chavers Construction, Vendor Number 032335 Gulf Atlantic Constructors, Vendor Number 843895 J Miller Construction, Inc.,	$1,000,000 per vendor annually	PD 16-75.081

	Vendor Number 133404 Midsouth Paving, Inc., Vendor Number 133305 Infrastructure Specialty Services, Inc., Vendor Number 420809 Panhandle Grading and Paving, Vendor Number 160114 Roads, Inc. of NWF, Vendor Number 182328 Utility Services Co., Inc., Vendor Number 211593 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/350229 Fund 353 (LOST IV) Cost Centers 210106/350221		
O	**Mid South Paving** **Vendor Number: 133305** **Road Construction Materials** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	PD 14-15.-065
P	**Ferguson Enterprises, Inc (a/k/a Ferguson Mill Supply)** **Vendor Number: 060880** **Polyethylene Pipe** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	Annual allocation for pipe for use on right of way projects
Q	**American Concrete Supply, Inc.** **Vendor Number: 011899** **Concrete** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	Annual allocation for concrete for use on road maintenance projects

R	**Vulcan Signs** **Vendor Number: 220810** **Sign Maintenance** Fund 175 (Transportation Trust Fund) Cost Center 210404 (Sign Maintenance)	$75,000	Annual allocation for signs/maintenance for road maintenance projects
S	**Steadham Enterprises dba A-1 Small Engines** **Vendor Number: 010105** **Small Engine Repair Parts and Supplies** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$110,000	PD 15-16.006
T	**Gulf Coast Truck and Equipment Co.** **Vendor Number: 072900** **Heavy Truck Parts/Supplies** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$100,000	Proprietary Parts, Mack Brand Trucks
U	**Beard Equipment Company** **Vendor Number: 022300** **Heavy Equipment Parts** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$55,000	Proprietary Parts, John Deere Equipment
V	**Tractor and Equipment Co., Inc.** **Vendor Number: 202301** **Heavy Equipment Parts** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$100,000	Proprietary Parts, Komatsu Equipment
W	**Thompson Tractor Co., Inc.** **Vendor Number: 010781** **Heavy Equipment Parts (CAT)** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$100,000	Proprietary Parks, Caterpillar Equipment

X	**Howell's Truck and Giant Tire Services, Inc.** **Vendor Number: 410406** **Light and Heavy Equipment Tires** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$65,000	State Contract 25172500-WSCA-15-ACS
Y	**Bridgestone Americas, Inc. dba GCR Tires and Services, GCR Tire Center** **Vendor Number: 025944** **Light and Heavy Equipment Tires** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$65,000	State Contract 25172500-WSCA-15-ACS
Z	**Southern Energy Company, Inc.** **Vendor Number: 034871** **Gasoline and Diesel Fuel** Fund 501 (Internal Service Fund) Cost Center 210407 (Fuel Distribution)	$6,500,000	PD 16-17.087
AA	**R.K Allen** **Vendor Number: 011470** **Oil/Grease and Lubricant** Fund 501 (Internal Service Fund) Cost Center 210407 (Fuel Distribution)	$100,000	PD 16-17.056
BB	**Panhandle Grading and Paving** **Vendor Number: 160114** **Road Construction Materials** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	PD 14-15.065

CC	**Aracadia Culvert** **Vendor Number: 013789** **Metal Pipe** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	Annual allocation for pipe to use on right of way projects for road maintenance
DD	**Roads, Inc., of NWF** **Vendor Number: 182328** **Asphalt** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$200,000	PD 14-16.065
EE	**Woerner Landscape Source Inc.** **Vendor Number: 233840** **Sod** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	Annual allocation for sod to be used on right of way projects for road maintenance
FF	**Suncoast Infrastructure, Inc.** **Vendor Number: 195894** **Cured-on-place Pipe Line Services** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$150,000	Annual allocation for pipe lining services for use on County right of way projects for road maintenance
GG	**McPherson Companies, Inc.** **Vendor Number: 194540** **Gasoline and Diesel Fuel** Fund 001 (General Fund) Cost Center 210401, Object Code 55204 (SRI Public Works)	$150,000	Annual allocation for gas and diesel for use in SRI Public Works vehicles
HH	**Verizon Wireless** **Vendor Number: 220218** **Cell, GTAC, and Tablet Services** Fund 175 (Transportation Trust Fund) Cost Center 210401 (Road Administration)	$100,000	PD 14-15.093 GSA-35F-0119P

II	**Charles Neely Corp. dba PR Chemical and Paper Supply** **Vendor Number: 150532** **Laundry and Cleaning Supplies** Fund 001 (General Fund) Cost Center 211401 (SRI Public Works)	$75,000	PD 13-14.046
JJ	**ATI NAPA** **Vendor Number: 015006** **Parts, Supplies/Repair and Replacement Parts** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$100,000	Annual allocation for parts, supplies/repair and replacement parts for equipment
KK	**ATI Traction** **Vendor Number: 203005** **Parts, Supplies/Repair and Replacement Parts** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$100,000	Annual allocation for parts, supplies/repair and replacement parts for equipment
LL	**Network Fleet, Inc.** **Vendor Number: 420510** **GPS Hardware Installation Monitoring System** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$200,000	GS-07F-5559R
MM	**Blue Arbor** **Vendor Number: 023818** **Temporary Labor Services** Fund 001 (General Fund) Cost Center 211401 (SRI Public Works)	$250,000	PD 14-15.041
NN	**Ingram Signalization** **Vendor Number: 406608** **Traffic Signal Construction** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers	$600,000	PD 15-16.090

	210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106		

25. Recommendation Concerning the Amendment to the Agreement between Escambia County, Florida, and Phoenix Construction Services, Inc., for the Beach Haven Northeast Drainage and Sewer Project, Phase I - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the Amendment to the Agreement between Escambia County, Florida, and Phoenix Construction Services, Inc., for the Beach Haven Northeast Drainage and Sewer Project, Phase I, Contract PD 15-16.094:

A. Approve the Amendment of Standard Road/Drainage Construction Contract between Escambia County, Florida, and Phoenix Construction Services, Inc., for Architect/Engineer Designed Construction Contract Documents (PD 15-16.094), for the Beach Haven Northeast Drainage and Sewer Project, Phase I, to revise Contract retainage provisions to stipulate that at the County's discretion, 5% of the sum retained for payments may be released to the contractor prior to final completion of the entire project, upon receiving approval from the architect/engineer; and

B. Authorize the County Administrator to execute the Amendment and all related documents as required to implement the Project.

[Funding Source: Fund 118, National Fish & Wildlife Foundation Ph1, Cost Center 222002, Object Code 56301, Project #NFWF07EC; Fund 110, FDEP 319 Grant Ph1, Cost Center 221024, Object Code 56301; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0272; and Fund 151, CRA Ph1 Sidewalks, Cost Center 370114, Object Code 56301]

This project is located in Commission District 2.

26. Recommendation Concerning Donation from District 4 Discretionary Funds for Epps Christian Center Ministries for their Thanksgiving Meal for the Community - Commissioner Grover C. Robinson, IV, District 4

That the Board approve the contribution of $2,000 of discretionary funds by Commissioner Grover Robinson to the Epps Christian Center Ministries to assist them with their Thanksgiving Meal for the Community.

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

27. Recommendation Concerning the Donation from District 4 Discretionary Funds for "Back on the Blocks Festival 2018" - Commissioner Grover C. Robinson, IV, District 4

That the Board approve the contribution of $5,000 of discretionary funds by Commissioner Grover Robinson to the Truth For Youth, Belmont Cultural Center for the “Back On The Blocks Festival 2018.”

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

28. Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, FHPS, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2018-2019:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the Contract year of October 1, 2018, through September 30, 2019; and

B. Authorize the Chairman to sign the Resolution and the Contract.

29. Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency, and Florida Division of Emergency Management Hazard Mitigation Grant Program for the Construction of the Lake Charlene Drainage Improvements Project - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), and Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program (HMGP) Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-19-A, from the Florida Division of Emergency Management (FDEM), for the construction of the Lake Charlene Drainage Improvements Project:

A. Approve and Authorize the Chairman to execute Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-19-A, for the construction of the Lake Charlene Drainage Improvements Project; and

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.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement: S*ection (22) Mandated Conditions, subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."*

[Funding for the project is 100% federal funding, due to leveraged funds from 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, for all Escambia County 4177 disaster declaration HMGP projects.]

This project is located in Commission District 2.

30. Recommendation Concerning a Contract Award for Barber Services for the Escambia County Jail, PD 17-18.075 - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreements Relating to Barber Services between Escambia County, Florida, and Eddie Snell, Barber, and between Escambia County, Florida, and Leron D. Burnett d/b/a Goodfellas Barber Shop, for Barber Services for the Escambia County Jail, per the terms and conditions of PD 17-18.075, Solicitation for Barber Services for the Escambia County Jail, for three years with two one-year renewals, at the rate of $9.00 per haircut or shave.

[Funding: Fund 111, Detention/Jail Commissary Fund, Cost Center 290406, Object Code 53401]

31. Recommendation Concerning a Contract Award for Beautician Services for the Escambia County Jail - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement Relating to Beautician Services between Escambia County, Florida, and Velma Cannon, per the terms and conditions of PD 17-18.097, Beautician Services for the Escambia County Jail, for three years with two one-year renewals at the rate of $12.00 per haircut.

[Funding: Fund 111, Detention/Jail Commissary Fund, Cost Center 290406, Object Code 53401]

32. Recommendation Concerning the Funding Allocation for Truth For Youth, Inc., to Hold the 2018 Back On The Blocks Festival - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $1,500 for Truth For Youth, Inc., to hold the 2018 Back On The Blocks Festival, Inc., from Commissioner Lumon May's discretionary money.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201}

33. Recommendation Concerning the Funding Allocation for the Florida Sports Hall of Fame Enshrinement of 2018 Class - Commissioner Lumon May, District 3

That the Board approve allocating $1,500 from Commissioner Lumon May's discretionary money to sponsor the Florida Sports Hall of Fame Enshrinement of the Class of 2018.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

34. Recommendation Concerning Contract Award for the Sheriff Range Rehabilitation Target System - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the single-source Agreement for purchase and installation of equipment identified in PD 17-18.077, Sheriff Range Rehabilitation Targeting System, RFI (Request for Information), in accordance with State of Florida Statute 287-057(3)(c), regarding the exception of single-source commodities or contractual services from competitive solicitation requirements, no responses; and

B. Approve and authorize the County Administrator to sign the Agreement Relating to Sheriff Range Rehabilitation between Action Target, Inc., and Escambia County, PD 17-18.077, Sheriff Range Rehabilitation Targeting System, in the amount of $668,260.

[Funding: Fund 353, LOST IV, Cost Center 540113, Object Code 56301, Project Number 18SH0345]

III. For Discussion

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

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

A. Ferry Pass Middle School, in the amount of $1,000;

B. The Studer Family Children's Hospital at Sacred Heart, in the amount of $5,000;

C. Men's Barn Meeting, Inc., in the amount of $3,000;

D. Pensacola Sports, in the amount of $10,000;

E. WSRE-TV Foundation, Inc., in the amount of $10,000;

F. Tate High School Softball Booster Club, Inc., in the amount of $1,000; and

G. Capstone Adaptive Learning & Therapy Centers, Inc., in the amount of $500.

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

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

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

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

A. Waive the Board's Policy, Section I, Part B 1.(D), Appointment Policy and Procedures, and reappoint the following two members to serve in lay consumer positions, for a three-year term, effective October 1, 2018 through September 30, 2021:

1. Brian P. Bell, Sr. - Participation Loan Manager, Navy Federal Credit Union; and

2. John H. Matthews - Colonel, United States Army, Retired;

B. Appoint Rebecca Fiorello, retired registered nurse, to serve as a lay consumer, for a three-year term, effective October 1, 2018, through September 30, 2021;

C. Appoint one of the following individuals to serve as a business person, for a three-year term, effective October 1, 2018, through September 30, 2021:

1. David L. Schwartz - Owner/Pool Contractor, Jerry Lee Chemical Company, Retired;

2. Drew C. Dennis - Owner/Residential Contractor, Omega Construction and Design, Inc.;

3. Erwin D. Waters - Owner/General Contractor, Waters General Contractors, Inc.; or

4. Larry Downs, Jr. - Owner/Plumbing Contractor, Larry Downs Jr. Plumbing; and

D. Appoint one of the following individuals to serve in the Architect/Engineer position, for a three-year term, effective October 1, 2018, through September 30, 2021:

1. Gregory F. Stanley - Engineer, International Paper Company;

2. John R. Oglesby - Structural Engineer, John R. Oglesby, P.E.; or

3. Joel N. Cotton - Structural Design, Teacher, Pensacola High School

A Community and Media Relations General Alert, posted August 7, 2018, advising "Appointees Sought for Contractor Competency Board," received one qualifying Application for the lay consumer positions, four qualifying Applications for the business person position, and three qualifying Applications for the architect/engineer position as of the posted deadline of August 24, 2018.

3. Recommendation Concerning Gulf Power Street Lighting Project Contract in the Warrington Redevelopment Area - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Gulf Power Street Lighting Project Contract:

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 58 LED streetlights along Gulf Beach Highway in the Warrington Redevelopment Area;

B. Approve one of the following payment plans:

1. Pay upfront cost of $94,422.48, which includes one year of energy and maintenance, and thereafter the monthly cost will be $789.79;

OR

2. Pay no upfront cost, and the monthly cost will be $1,948; and

C. Authorize the Chairman to sign the Gulf Power Contract for Street and General Area Lighting Service for a full term of five years and thereafter from year-to-year until terminated by notice to either party by the other party.

[Funding: Fund 151, Warrington CRA TIF, Cost Center 370114]

4. Recommendation Concerning Gulf Power Street Lighting Project Contract in the Palafox Redevelopment Area - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Gulf Power Street Lighting Project Contracts:

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 32 LED streetlights for the Westernmark Subdivision within the Palafox Redevelopment Area ;

B. Approve one of the following payment plans:

1. Pay upfront cost of $74,259.36, which includes one year of energy and maintenance, and thereafter the monthly cost will be $240.78;

OR

2. Pay no upfront cost, and the monthly cost will be $1,325; and

C. Authorize the Chairman to sign the Gulf Power Contract for Street and General Area Lighting Service for a full term of five years and thereafter from year-to-year until terminated by notice to either party by the other party.

[Funding: Fund 151, Palafox CRA TIF, Cost Center 370115]

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

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

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

B. Approve the local Application Form and timelines; and

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

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

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Scheduling an Attorney/Client Session on October 18, 2018 at 8:30 a.m. to Discuss Pending Litigation in the Case of *Daniel Smillie, Jr. v. Department of Retirement Management Services and Escambia County, Florida, Case No. R-14-28255-PEN.*

That the Board that the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation in accordance with Section 286.01(8), Fla. Stat. for October 18, 2018 at 8:30 a.m.; and

B. Approve the public notice below to be advertised in the *Pensacola News Journal* on Saturday, October 6, 2018.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss the case of *Daniel Smillie, Jr. v. Department of Retirement Management Services and Escambia County, Florida, Case No. R-14-28255-PEN*, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:30 a.m., on Thursday, October 18, 2018, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida, and is expected to last approximately thirty minutes. Commissioners Jeff Bergosh, Lumon J. May, Douglas B. Underhill, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, and Assistant County Attorney Meredith D. Crawford and a certified court reporter will attend and report the attorney/client session.

2. Recommendation Concerning Scheduling a Special Board Meeting to Conduct an Attorney/Client Session on October 25, 2018 at 9:00 a.m. to Discuss Pending Litigation in the Case of *Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc., Escambia County, Florida, et al., Case No. 2015 CA 000722, Escambia County Circuit Court.*

That the Board take the following action:

A. Schedule a Special Board meeting for the sole purpose of conducting a private meeting with its attorneys to discuss pending litigation in accordance with Section 286.01(8), Fla. Stat. for October 25, 2018 at 9:00 a.m.; and

B. Approve the public notice below to be advertised in the *Pensacola News Journal* on Saturday, October 13, 2018.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a Special Board meeting for the sole purpose of conducting a private meeting with its attorneys to discuss pending litigation in the case of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc., Escambia County, Florida, et al., Case No. 2015 CA 000722, Escambia County Circuit Court, in accordance with Section 286.01(8), Florida Statutes. The Special Board meeting in which to conduct an attorney/client session will be held at 9:00 a.m., on Thursday, October 25, 2018, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Doug B. Underhill, Lumon J. May, Grover C. Robinson, IV, Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Peppler, Lawson Hester, attorneys representing Escambia County in the foregoing litigation and a certified court reporter will attend the attorney/client session.

3. Recommendation Concerning Appointments to the Gulf Consortium

At the request of Commissioner Grover Robinson, that the Board take the following action:

A. Approve Commissioner Grover Robinson to serve out his Chairmanship with the Gulf Consortium and chair the proposed meeting on Thursday, November 29, 2018, in Tampa, Florida, with all travel expenses paid in accordance with the County's policies;

B. Make a finding that Grover Robinson's attendance at the Gulf Consortium meeting serves a public purpose; and

C. Designate Commissioner Doug Underhill to serve as the primary appointee and the District 4 elected commissioner to serve as the alternate on the Gulf Consortium upon completion of Grover Robinson's term.

4. Recommendation Concerning Approval of Settlement of the Case of Kerri Burd as Personal Representative of the Estate of Samuel D. Averheart v. Escambia County, Florida, Case No. 2017 CA 001701, Escambia County Circuit Court

That the Board take the following action:

A. Approve a settlement payment of $125,000.00 (the County would be responsible for $41,666.67 as part of its deductible) to Kerri Burd as Personal Representative of the Estate of Samuel D. Averheart in exchange for the execution of a mediated settlement agreement and general release and that the Estate cooperate in obtaining a dismissal with prejudice of the pending lawsuit; and

B. Ratify the execution of the Mediated Settlement Agreement and General Release by Charles V. Peppler, Deputy County Attorney.

5. Recommendation Concerning the Request for Disposition of Property for the County Attorney's Office.

That the Board approve the Request for Disposition of Property Form for the County Attorney's Office, for property which is described and listed on the Disposition Form, with the reasons for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or disposed of properly.

II. For Discussion

1. Recommendation Concerning Authorizing a Resolution Supporting Ft. Pickens Road Remaining Open in the National Seashore.

   At the request of Commissioner Grover Robinson, that the Board authorize a Resolution supporting Ft. Pickens Road remaining open in the National Seashore as this road provides connections for both Escambia County citizens and visitors to the amenities of the park.

11. Items added to the agenda.

12. Announcements.

13. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14915 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 10/04/2018
Issue: Adoption/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 commending and congratulating Danya Clapp, an Administrative Assistant in the Design and Construction Administration Division of the Facilities Management Department, on her selection as "Employee of the Month" for October 2018;

B. Adopt the Proclamation proclaiming October 10, 2018, as First Responder Appreciation Day in Escambia County and encouraging all citizens to take time out of their day to show first responders and their families how much we value their service;

C. Adopt the Proclamation proclaiming October 7 - 13, 2018, as Fire Prevention Week; and

D. Ratify the Proclamation dated September 25, 2018, proclaiming the week of October 3 through October 7, 2018, as a week to celebrate the 10th Annual Pensacola Beach Songwriters' Festival and urging all citizens and visitors to join in the celebration.

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Danya Clapp, EOM October 2018
First Responder Appreciation Day
Fire Prevention Week
10th Annual Pensacola Beach Songwriters' Festival

PROCLAMATION

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

***WHEREAS**, Danya Clapp, an Administrative Assistant in the Design and Construction Administration Division of the Facilities Management Department, began her employment with the County on May 15, 1995, and is selected for "Employee of the Month" for October 2018, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Ms. Clapp's position requires interaction with the majority of the County departments as well as numerous outside agencies. Her knowledge and professionalism reflects positively on the department and is well commented on by all who interact with her; and*

***WHEREAS**, Ms. Clapp's duties include submitting requisitions, processing contractor's pay requests and changes, verifying all numbers for correct calculations, and coordinating all Owner Direct Purchases with the contractors for each project; and*

***WHEREAS**, Danya also assists in the preparation of recommendations, files all documentation related to construction projects, and sets up new project file folders and spreadsheets for each project. She also processes daily mail deliveries and sets up meetings. Ms. Clapp consistently produces high quality work; and*

***WHEREAS**, Ms. Clapp is the "go to" person for any natural disasters (i.e. floods, hurricanes, etc.). She organizes and compiles information required by the insurance companies, State and FEMA to insure the County receives the funds they are entitled to. Danya is also one of the Department's representatives who mans the Emergency Operations Center desk when activated; and*

***WHEREAS**, Danya is actively involved in volunteer ministry work and has been a construction volunteer for hurricane relief.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Danya Clapp on her selection as the "Employee of the Month" for October 2018.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: October 4, 2018

PROCLAMATION

***WHEREAS**, Escambia County's first responders include law enforcement officers, dispatchers, firefighters, and emergency medical technicians who stand ready to come to the aid of our citizens 24 hours a day; and*

***WHEREAS**, these men and women are committed to undergo significant educational and training requirements in order to achieve the expertise required to respond to any type of emergency situation; and*

***WHEREAS**, Escambia County's first responders don't hesitate to risk their own lives in order to save the lives of others; and*

***WHEREAS**, the acts of kindness and appreciation from citizens provide the first responders with the needed encouragement and support to confront the dangerous and uncertain situations they face every day.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, proclaims October 10, 2018, as*

"First Responder Appreciation Day"

*in Escambia County and encourages all citizens to take time out of their day to show first responders and their families how much we value their service. **First Responder Appreciation Day** will be an opportunity for Escambia County leaders at every level to demonstrate appreciation for all men and women who protect and serve our County as first responders and an opportunity for Escambia County citizens to say, "Thank you," to the first responders who keep them safe.*

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: October 4, 2018

PROCLAMATION

***WHEREAS**, Escambia County is committed to ensuring the safety and security of all those living in and visiting our County; and*

***WHEREAS**, fire is a serious public safety concern both locally and nationally. Homes are the locations where people are at greatest risk from fire, and 62% of home fires in Escambia County start in the kitchen; and*

***WHEREAS**, the majority of U.S. fire deaths (4 out of 5) occur at home each year, and the fire death rate per 1,000 home fires reported to U.S. fire departments was 10% higher in 2016 than in 1980. According to the National Fire Protection Association (NFPA), home fires killed 2,735 people in the United States in 2016, and fire departments in the United States responded to 352,000 home fires; and*

***WHEREAS**, Escambia County residents should identify places in their homes where fires can start and eliminate those hazards. Working smoke alarms cut the risk of dying in reported home fires in half. Residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home. They should listen for the sound of the smoke alarm and when it sounds, respond by going outside immediately to the designated meeting place. Residents who have planned and practiced a home-fire escape plan are more prepared and will therefore be more likely to survive a fire; and*

***WHEREAS**, Escambia County's first responders are dedicated to reducing the occurrence of home fires and home fire injuries and fatalities through prevention and protection education; and*

***WHEREAS**, the 2018 Fire Prevention Week theme, "Look. Listen. Learn. Be aware – fire can happen anywhere™," effectively serves to remind us that we need to take personal steps to increase our safety from fire.*

***NOW, THEREFORE BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim October 7 - 13, 2018, as*

"FIRE PREVENTION WEEK"

throughout all of Escambia County, and urges citizens to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Escambia County Fire Rescue's fire and emergency services during Fire Prevention Week 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: October 4, 2018

PROCLAMATION

***WHEREAS**, in 2009 Mr. James Pasquale and Ms. Reneda Cross-Pasquale founded the Pensacola Beach Songwriters' Festival to foster and encourage "off-season" tourism to Pensacola Beach and promote songwriters of various music genres; and*

***WHEREAS**, the Songwriters' Festival is now recognized internationally and has grown from a weekend event in 2009 to a week-long event with over 150 shows and 23 venues; and*

***WHEREAS**, the Escambia County community embraces the Songwriters' Festival and welcomes participants to enjoy in the unique aspects of the community and encourages citizens and tourists to celebrate the diverse history and culture of the region in a festive atmosphere; and*

***WHEREAS**, the 10th Annual Pensacola Beach Songwriters' Festival will be held on Pensacola Beach on October 3 through October 7, 2018; and*

***WHEREAS**, this event provides a variety of live, original, singer/songwriter concerts that showcase the creative musical talent, diversity, and inspiration of the singer/songwriters and will allow all participants to share in the excitement of music.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County proclaims the week of October 3 through October 7, 2018, as a week to celebrate the 10th Annual Pensacola Beach Songwriters' Festival and urges all citizens and visitors to join in the celebration.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA

Lumon J. May, Vice Chairman
District Three

Jeff Bergosh, Chairman, District One

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST:** **Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Dated: September 25, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14949 **Written Communication 7. A.**
BCC Regular Meeting
Meeting Date: 10/04/2018
Issue: Written Communication Concerning 33 Camelia Drive
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

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

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

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

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

LEGAL CONSIDERATIONS/SIGN-OFF:
Not applicable

PERSONNEL:

Not applicable.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Ex I-33 Camelia Mortgage

Ex II-33 Camelia Written Communication

Ex III-33 Camelia ESCPA

EXHIBIT I

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

MORTGAGE DEED
SHORT FORM

RAMCO FORM 6½A

This Indenture

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

Between John D. Hadden, a divorced unremarried man

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

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

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

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

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

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

Signed, sealed and delivered in presence of us:

Ralph Downey

Edward Bryan

John D. Hadden (L.S.)

John D. Hadden (L.S.)

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

BK: 5973 PG: 1015 Last Page

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

Derrick André Williams
Signature

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

Notary Public

(C-A)

Date

From

Mortgage Deed
SHORT FORM

RAMCO FORM 6%A

ESCAMBIA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Escambia County, Florida

PROMISSORY NOTE

(Deferred Payment Loan Agreement)

Property Owner: John D. Hadden

33 Camelia Drive

Pensacola, Florida 32505

Subdivision Wentworth's Second Addition to Brent

BLOCK -- LOT 13

BOOK 5101 PAGE 1364

CENSUS TRACT 14.02

TOTAL AMOUNT OF LOAN: $ 20,385.00

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

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

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

John D Hadden
Signature (John D. Hadden)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

Derrick Andre Williams
Signature

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

Notary Public

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

EXHIBIT II

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

Sent from Yahoo Mail for iPhone

Begin forwarded message:

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

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

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

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

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

Thank you,
Amanda Barnes
850-777-4003

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

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

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

Sent from my iPhone

Begin forwarded message:

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

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

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

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

595-4968

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

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

<MAREEVES@myescambia.com> wrote:

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

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

Thanks,
Meredith

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

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

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

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

Deborah Sue Hadden

850-449-3075

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

Sent from my iPhone

Begin forwarded message:

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

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

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

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

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

---

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

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

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

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

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

Begin forwarded message:

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

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

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

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

Deborah Hadden
850-449-3075

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

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

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

Dear Sir:

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

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

Deborah Sue Hadden
850-449-3075

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

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





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



EXHIBIT III

Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

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

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

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

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

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

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

2018 Certified Roll Exemptions

HOMESTEAD EXEMPTION,TOTAL & PERMANENT

Legal Description

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

Extra Features

None

Parcel Information

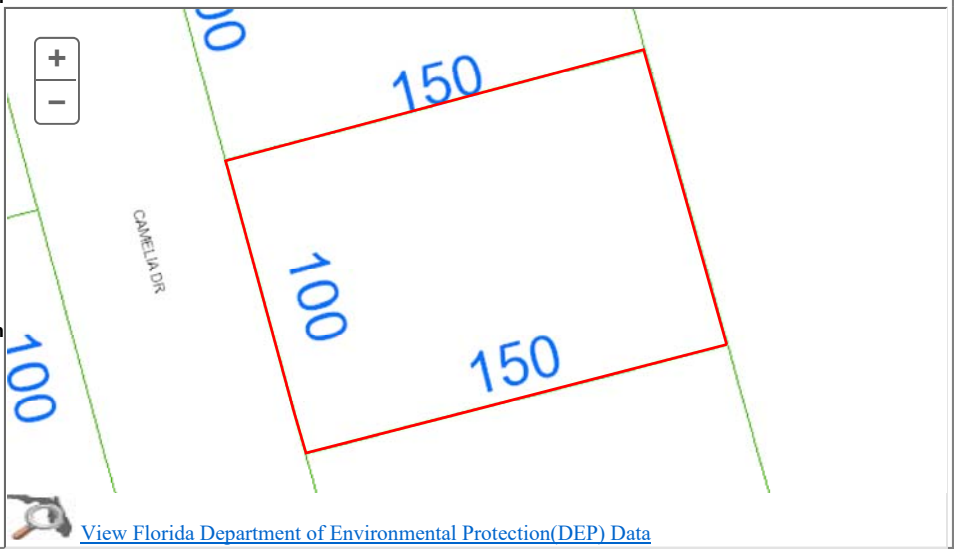
Launch Interactive Map

Section Map Id:
45-1S-30

Approx. Acreage:
0.3501

Zoned:
HDMU

Evacuation & Flood Information
Open Report



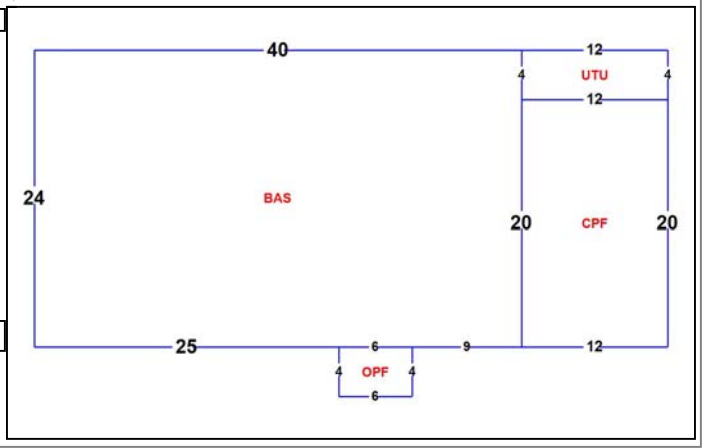
View Florida Department of Environmental Protection(DEP) Data

Buildings

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

Structural Elements

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



Areas - 1272 Total SF

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

Images



1/6/14

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14816 **Written Communication 7. B.**

BCC Regular Meeting

Meeting Date: 10/04/2018

Issue: Environmental (Code) Enforcement Lien Relief - 1220 West Nine 1/2 Mile Road

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

August 16, 2018, Communication from Marceline Burnett, Buyer's Title Inc., requesting lien release from property located at 1220 West Nine 1/2 Mile Road.

Recommendation: That the Board review and consider the lien relief request made by Marceline Burnett against 1220 West Nine 1/2 Mile Road.

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

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

The property was foreclosed on and Certificate of Title was issued to Nationstar Mortgage LLC on April 23, 2018.

BACKGROUND:

The property located at 1220 West Nine 1/2 Mile Road was issued a notice of violation in March 2013. James Bullington (owner at the time) failed to comply resulting in a Special Magistrate hearing. The Special Magistrate issued an order to comply on September 10, 2013. Property was brought into compliance on May 19, 2014, by the owner.

In April 2018, the bank foreclosed and obtained ownership. The property currently has a sale pending and the Title Company is requesting a full release due to the foreclosure.

BUDGETARY IMPACT:

Fines: $5,900.00
Court Cost: $1,100.00
Abatement Cost: $0

TOTAL LIEN AMOUNT: $7,000.00

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Backup-1220 W Nine 1/2 Mile Rd

RE: 18-7676 - 7901530012 - 1220 W Nine One Half Mile R, Cantonment, FL 32533

MB Marceline Burnett <marceline.burnett@buyerstitle.com> Reply all |
Wed 9/5, 12:42 PM
Sandra F Slay; Mylinda Johnson (COC); Whitney Coppage (COC); +3 more

Inbox

You replied on 9/5/2018 12:43 PM.

Label: c9677195-2b3e-4f59-bb5a-1cfd0b2a0683 (5 years) Expires: 9/4/2023 12:42 PM

Action Items

It's me again Mrs. Slay:

I just realized that this property is under contract so we would greatly appreciate it if you could process our request and get it on the agenda for the soonest board meeting possible.. We would not want to lose the prospective Buyer. Anything that you can do to expedite getting the Release will be greatly appreciated. Thank you

REMEMBER TO REPLY ALL, THERE MAY BE MULTIPLE RECIPIENTS IN NEED OF YOUR RESPONSE.

Marceline Burnett
BUYER'S TITLE INC.
2200 W Commercial Blvd, Suite 101
Fort Lauderdale, Florida 33309
T 954 915 8450 X 142
F 954 843 9406
Email: Marceline.Burnett@buyerstitle.com

Cybercriminals targeting home buyers and sellers nationwide

Computer hackers monitor email exchanges between parties of a real estate transaction and gain specific information, such as the buyer and seller names, subject property address and file numbers. As the closing date approaches and arrangements are made to wire the money to the closing company, or wire the proceeds from the sale of the house to the sellers.

The scammer send a last-minute email from a hijacked account or similar looking email address updating the wiring instructions to request the money be transferred into a fraudulent bank account.
The email looks legitimate and often contains transaction specific information in the body of the email or as an attachment.
Please follow the tips below to protect yourselves from becoming a victim of wire fraud:
Verbally contact your broker and closing agent: Prior to wiring any money, you should always verbally contact your real estate broker and title agent to confirm that the wiring information is accurate. Do not rely on telephone numbers or website addresses provided within an unverified email. Don't click on links: Don't use links in emails to get to websites. Instead, search and find the company and directly link to their website from your search.
Update your computer: Keep your operating system, browser and security software up-to-date.
This scam reflects the increasing technical sophistication of computer hackers and all home buyers and sellers are potential victims.
Buyers Title Inc. wire instructions are sent by secure e-mail in a protected PDF, and that account information will not change.
CALL BEFORE YOU WIRE TO CONFIRM

From: Sandra F Slay [mailto:SFSLAY@myescambia.com]
Sent: Wednesday, September 05, 2018 1:20 PM
To: Marceline Burnett <marceline.burnett@buyerstitle.com>
Cc: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>; TitleClearing <titleclearing@buyerstitle.com>
Subject: Re: 18-7676 - 7901530012 - 1220 W Nine One Half Mile R, Cantonment, FL 32533

Yes ma'am

From: Marceline Burnett <marceline.burnett@buyerstitle.com>
Sent: Wednesday, September 5, 2018 11:53 AM
To: Sandra F Slay
Cc: Mylinda Johnson (COC); Whitney Coppage (COC); TitleClearing
Subject: RE: 18-7676 - 7901530012 - 1220 W Nine One Half Mile R, Cantonment, FL 32533

Mrs. Slay,

Please keep us posted with the outcome of the meeting with the Board of County Commissioners and recorded Release. Thank you

REMEMBER TO REPLY ALL, THERE MAY BE MULTIPLE RECIPIENTS IN NEED OF YOUR RESPONSE.

Marceline Burnett
BUYER'S TITLE INC.
2200 W Commercial Blvd, Suite 101
Fort Lauderdale, Florida 33309
T 954 915 8450 X 142

F 954 843 9406
Email: Marceline.Burnett@buyerstitle.com

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Computer hackers monitor email exchanges between parties of a real estate transaction and gain specific information, such as the buyer and seller names, subject property address and file numbers. As the closing date approaches and arrangements are made to wire the money to the closing company, or wire the proceeds from the sale of the house to the sellers.

The scammer send a last-minute email from a hijacked account or similar looking email address updating the wiring instructions to request the money be transferred into a fraudulent bank account.

The email looks legitimate and often contains transaction specific information in the body of the email or as an attachment.

Please follow the tips below to protect yourselves from becoming a victim of wire fraud:

Verbally contact your broker and closing agent: Prior to wiring any money, you should always verbally contact your real estate broker and title agent to confirm that the wiring information is accurate. Do not rely on telephone numbers or website addresses provided within an unverified email. Don't click on links: Don't use links in emails to get to websites. Instead, search and find the company and directly link to their website from your search.

Update your computer: Keep your operating system, browser and security software up-to-date.

This scam reflects the increasing technical sophistication of computer hackers and all home buyers and sellers are potential victims.

Buyers Title Inc. wire instructions are sent by secure e-mail in a protected PDF, and that account information will not change.

CALL BEFORE YOU WIRE TO CONFIRM

From: Sandra F Slay [mailto:SFSLAY@myescambia.com]
Sent: Wednesday, September 05, 2018 12:39 PM
To: Marceline Burnett <marceline.burnett@buyerstitle.com>
Cc: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>; TitleClearing <titleclearing@buyerstitle.com>
Subject: Re: 18-7676 - 7901530012 - 1220 W Nine One Half Mile R, Cantonment, FL 32533

Ms. Burnett,

My apologizes for the delay in responding I've been out of the office since 8/16/18 and just returned this morning. To answer your questions we do not currently have an open case at the above location. The Special Magistrate Order was brought into compliance therefore generating the Code Enforcement Lien in the amount of $7,000.00 (before filing fees and possible interest).

As for your second request I am not able to provide your agency with a release of lien due to the foreclosure process, that is an action that must be taken by the Board of County Commissioners. I will be glad to process your request and get it on their agenda for the soonest board meeting possible if this is what you wish. Please know it will be several weeks out due to deadlines we

must meet while scheduling. If this is the process you wish to take please let me know and I'll get it scheduled.

Thank you
Sandra

From: Marceline Burnett <marceline.burnett@buyerstitle.com>
Sent: Thursday, August 23, 2018 2:56 PM
To: Sandra F Slay
Cc: Mylinda Johnson (COC); Sandra F Slay; Whitney Coppage (COC); TitleClearing
Subject: RE: 18-7676 - 7901530012 - 1220 W Nine One Half Mile R, Cantonment, FL 32533

2nd Request

Good Afternoon Mrs. Slay -

The attached search report reflects that there are no violations on the referenced property? Can you please provide confirmation that the lien recorded in Official Records Book 7209 at Page 581 is in compliance? If the property is considered to be in compliance, can you please review and provide our office with the release of lien since Escambia County was named and served in the foreclosure action and was foreclosed? I have attached copies of the Certificate of Title, Final Judgment and Lis Pendens for your reference.

Thank you for your kind cooperation concerning this matter.

REMEMBER TO REPLY ALL, THERE MAY BE MULTIPLE RECIPIENTS IN NEED OF YOUR RESPONSE.

Marceline Burnett
BUYER'S TITLE INC.
2200 W Commercial Blvd, Suite 101
Fort Lauderdale, Florida 33309
T 954 915 8450 X 142
F 954 843 9406
Email: Marceline.Burnett@buyerstitle.com

Cybercriminals targeting home buyers and sellers nationwide
Computer hackers monitor email exchanges between parties of a real estate transaction and gain specific information, such as the buyer and seller names, subject property address and file numbers. As the closing date approaches and arrangements are made to wire the money to the closing company, or wire the proceeds from the sale of the house to the sellers.

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Update your computer: Keep your operating system, browser and security software up-to-date.
This scam reflects the increasing technical sophistication of computer hackers and all home buyers and sellers are potential victims.
Buyers Title Inc. wire instructions are sent by secure e-mail in a protected PDF, and that account information will not change.
CALL BEFORE YOU WIRE TO CONFIRM

From: Marceline Burnett
Sent: Thursday, August 16, 2018 2:53 PM
To: 'Sandra F Slay' <SFSLAY@myescambia.com>
Cc: 'Mylinda Johnson (COC)' <MJOHNSON@escambiaclerk.com>; 'Sandra F Slay' <SFSLAY@myescambia.com>; 'wcoppage@EscambiaClerk.com' <wcoppage@EscambiaClerk.com>
Subject: RE: 18-7676 - 7901530012 - 1220 W Nine One Half Mile R, Cantonment, FL 32533

Good Afternoon Mrs. Slay -

The attached search report reflects that there are no violations on the referenced property? Can you please provide confirmation that the lien recorded in Official Records Book 7209 at Page 581 is in compliance? If the property is considered to be in compliance, can you please review and provide our office with the release of lien since this property would have been foreclosed? I have attached copies of the Certificate of Title, Final Judgment and Lis Pendens for your reference.

Thank you for your kind cooperation concerning this matter.

REMEMBER TO REPLY ALL, THERE MAY BE MULTIPLE RECIPIENTS IN NEED OF YOUR RESPONSE.

Marceline Burnett
BUYER'S TITLE INC.
2200 W Commercial Blvd, Suite 101
Fort Lauderdale, Florida 33309
T 954 915 8450 X 142

F 954 843 9406
Email: Marceline.Burnett@buyerstitle.com

Cybercriminals targeting home buyers and sellers nationwide

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Buyers Title Inc. wire instructions are sent by secure e-mail in a protected PDF, and that account information will not change.

CALL BEFORE YOU WIRE TO CONFIRM

From: Whitney Coppage (COC) [mailto:WCOPPAGE@escambiaclerk.com]
Sent: Thursday, August 16, 2018 12:16 PM
To: Marceline Burnett <marceline.burnett@buyerstitle.com>
Cc: Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Sandra F Slay <SFSLAY@myescambia.com>
Subject: 1220 W 9 1/2 MILE RD / CE 13 04 01378

Good morning,

Please see the attached payoff for the above referenced lien. If you are wanting to dispute the amount, per our phone conversation, you would have to contact code enforcement in writing. I would try to reach out to Mrs. Slay, at SFSLAY@myescambia.com. Thank you!

Thank you for your time,

Whitney Coppage, Official Records
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place Suite 110

Pensacola, FL 32502
850-595-3930
wcoppage@EscambiaClerk.com
www.EscambiaClerk.com

NOTICE: 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

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014057493 08/08/2014 at 02:45 PM
OFF REC BK: 7209 PG: 581 - 581 Doc Type: CEL1
RECORDING: $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 13-04-01378
Location: 1220 W 9 ½ Mile Rd
PR# 011S311000095001

James M Bullington
1220 Nine ½ Mile Rd
Cantonment, FL 32533

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of September 10, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (d) Overgrowth, 30-203 Main Structure and 82-171 Mandatory Residential Waste Collection. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated September 10, 2014.

Itemized	Cost
a. Fines ($25.00 per day 9/25/13-5/19/14)	$ 5,900.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 0.00
Total:	$ 7,000.00

DONE AND ORDERED at Escambia County, Florida on this 6th day of August, 2014.

Jeffrey T Sauer
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 09/13/2013 at 03:22 PM OR Book 7075 Page 181, Instrument #2013070020, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013070095 09/13/2013 at 04:22 PM
OFF REC BK: 7075 PG: 371 - 375 Doc Type: CEL
RECORDING: $44.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#13-04-01378
LOCATION: 1220 W 9 ½ Mile Rd
PR# 011S311000095001

James M Bullington
1220 Nine ½ Mile Rd
Cantonment, FL 32533

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, NONE APPEARED AFTER DUE NOTICE, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

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

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Heather Mahoney D.C.
DATE: 9-13-13

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

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

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

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

☑ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

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

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: JAMES M. BULLINGTON shall have until SEPT. 24, **2013** to correct the violation and to bring the violation into compliance. Corrective action shall include:

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 25.00 per day, commencing SEPT. 25, 2013. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1100.00 are awarded in favor of Escambia County as the prevailing party against JAMES M. BULLINGTON.

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

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 10TH day of SEPTEMBER, 2013.

Jeffrey T Sauer
Special Magistrate
Office of Environmental Enforcement

LIEN SEARCH PROFESSIONALS, INC.
2200 W. Commercial Blvd, Suite 100
Ft. Lauderdale, Florida 33309
Fax: 954-915-9877

June 20, 2018

Escambia County Code Enforcement
Phone: 850-595-1820
Fax: 850-595-0149

Client File No:	18-7676
Seller:	Fannie Mae a/k/a Federal National Mortgage Association
Buyer:	TO BE DETERMINED
Address:	1220 W Nine One Half Mile R, Cantonment, FL 32533
Parcel ID:	011S311000095-001

A portion of the West 268.0 feet of the East 402.0 feet of Lot 9, Block One in Section 1, Township 1 South, Range 31 West, described as follows:

Commencing at a 1" iron pin buried in pavement located at the Southeast corner of the Northeast 1/4 of Section 1, Township 1 South, Range 31 West, Escambia County, Florida (said iron pin bearing N 00 degrees 30'57"E for 2637.86 feet from a railroad spike at the Southeast corner of said section and S 00 degrees 30'57"W for 2637.86 feet from a railroad spike at the Northeast corner of said section); thence N89 degrees 52'43"W along the South line of said Northeast 1/4 for 209.00 feet and point of beginning; thence continue N89 degrees 52'43"W along the same course for 94.87 feet; thence N 00 degrees 19'12"E for 329.72 feet to an iron pipe located on the North line of said Lot 9; thence S89 degrees 52'43"E along the North line of said Lot 9 for 96.00 feet to an iron pipe; thence S 00 degrees 30'57"W for 329.73 feet to the South line of said Northeast 1/4 and point of beginning. Less and except area within road r/w along the South boundary for 9- 1/2 mile road.

Dear Sir or Madam:

Our client has been selected as the closing agent for the above referenced transaction. Please advise if you have any outstanding, pending and/or certified liens, special assessments, open/outstanding balances and/or open/pending/expired permits for the subject property. Please include a detailed statement/account history.

Enclosed is a self-addressed stamped envelope to return the requested information. Please email the requested information to me at orders@liensearchprof.com.

Thank you in advance for your assistance with this matter. If you have any further questions, please contact me at orders@liensearchprof.com.

Sincerely,
Felicia Oliphant
(954) 915-8450 ext. 144

Lien Search Professionals, Inc.

No open violations at this time. For liens/MS contact clerk of court @ 595-3220; reference Book 4209 Page 081

For City Use

Acct: #_____

Balance due _____ **for service dates from** _____ **to** _____

Good thru date_____ **(attached ledger reflecting amounts due from zero forward)**

Payment mail to: _____

_____

Customer Service Representative: Janice **date** 6-2018

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 7075 Page: 371 View Image

Start Date 09/25/2013 Court Cost 550.00

Reimbursement Recording Fee Order 44.00 Reimbursement Recording Fee Lien 44.00

Amended Order ☑ Copies 7.00 Certified Abatement Costs 0.00

Fine Per Day $25.00 Date Of Payoff 05/19/2014

Submit Reset Clear

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
25.00	236	$5,900.00	$1,100.00	$105.00	$10.00	$7.00	$7.00	$0.00	$7,579.00

1220 W 9½ Mile Rd.
CE 13-04-01378
2013 CL 070095

Recorded in Public Records 4/25/2018 11:27 AM OR Book 7889 Page 1359,
Instrument #2018031568, Pam Childers Clerk of the Circuit Court Escambia
County, FL

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION

CASE NO. 2017 CA 000037

NATIONSTAR MORTGAGE LLC
Plaintiff

VS.

THE UNKNOWN HEIRS BENEFICIARIES DEVISEES GRANTEES ASSIGNEES LIENORS CREDITORS TRUSTEES AND ALL OTHERS WHO MAY CLAIM AN INTEREST IN THE ESTATE OF JAMES M BULLINGTON AKA JAMES MAURICE BULLINGTON JR, DECEASED; BUSH, ELIZABETH ANN ; BULLINGTON, JAMES M III ; ESCAMBIA COUNTY FLORIDA ; STATE OF FLORIDA DEPARTMENT OF REVENUE ; CLERK OF COURTS OF ESCAMBIA COUNTY
Defendant

CERTIFICATE OF TITLE

The undersigned, Pam Childers, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on April 10, 2018, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida was sold to

FEDERAL NATIONAL MORTGAGE ASSOCIATION
P.O. Box 650043 Dallas, TX, 75265-0043

- SEE ATTACHMENT -

The successful bid was in the amount of $23100.00.

WITNESS my hand and the official seal on this 23 day of April, 2018, as Clerk of the Circuit Court.

Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Conformed copies to all parties

A PORTION OF THE WEST 268.0 FEET OF THE EAST 402.0 FEET OF LOT 9, BLOCK ONE IN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 31 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" IRON PIN BURIED IN PAVEMENT LOCATED AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA (SAID IRON PIN BEARING N 00 DEGREES 30'57"E FOR 2637.86 FEET FROM A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SAID SECTION AND S 00 DEGREES 30'57"W FOR 2637.86 FEET FROM A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION); THENCE N89 DEGREES 52'43"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR 209.00 FEET AND POINT OF BEGINNING; THENCE CONTINUE N89 DEGREES 52'43"W ALONG THE SAME COURSE FOR 94.87 FEET; THENCE N 00 DEGREES 19'12"E FOR 329.72 FEET TO AN IRON PIPE LOCATED ON THE NORTH LINE OF SAID LOT 9; THENCE S89 DEGREES 52'43"E ALONG THE NORTH LINE OF SAID LOT 9 FOR 96.00 FEET TO AN IRON PIPE; THENCE S 00 DEGREES 30'57"W FOR 329.73 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 AND POINT OF BEGINNING. LESS AND EXCEPT AREA WITHIN ROAD R/W ALONG THE SOUTH BOUNDARY FOR 9- 1/2 MILE ROAD.

Property Address: **1220 W NINE ONE HALF MILE RD, CANTONMENT, FL 32533**

Recorded in Public Records 6/19/2017 4:12 PM OR Book 7731 Page 597, Instrument #201706461, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 57758182 E-Filed 06/14/2017 02:57:21 PM

IN THE CIRCUIT OF COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL DIVISION

NATIONSTAR MORTGAGE LLC
Plaintiff,

vs.

Case No.: 2017 CA 000037
Division:

THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHERS WHO MAY CLAIM AN INTEREST IN THE ESTATE OF JAMES M. BULLINGTON A/K/A JAMES MAURICE BULLINGTON JR. , DECEASED.; ELIZABETH ANN BUSH A/K/A ELIZABETH BULLINGTON; JAMES M. BULLINGTON, III; ESCAMBIA COUNTY, FLORIDA; STATE OF FLORIDA, DEPARTMENT OF REVENUE; CLERK OF COURTS OF ESCAMBIA COUNTY; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,

Defendant(s),

FINAL JUDGMENT

THIS CAUSE came on to be heard on June 12, 2017, for non-jury and it is hereby:

ORDERED AND ADJUDGED as follows:

16-219557 - TIB

ORDERED AND ADJUDGED as follows:

1. Plaintiff, NATIONSTAR MORTGAGE LLC, whose address is c/o Nationstar Mortgage LLC, 8950 Cypress Waters Blvd., Coppell, TX 75019, is due:

Principal	$153,687.07
Interest to date of this judgment: June 12, 2017	$70,086.24
Hazard Insurance	$10,417.69
Taxes	$4,090.33
Inspections	$703.95
Property Appraisals	$36.00
Property Preservation	$12,673.10
Legal	$8,983.52
• Title:$200.00	
• Probate :$175.00	
• Filing :$939.32	
• Lis Pendens :$60.00	
• Service Fees :$890.40	
• Paid Attorney Fees :$2,415.00	
• Notice of Action :$324.50	
• Lis Pendens :$23.00	
• Remaining Legal Fee :$3,956.30	
SUBTOTAL	$260,677.90
Filing Fee:	$1000.00
TOTAL SUM	**$261,677.90**

That shall bear interest at the rate of 5.05% a year.

2. Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in ESCAMBIA County, Florida:

A PORTION OF THE WEST 268.0 FEET OF THE EAST 402.0 FEET OF LOT 9, BLOCK ONE IN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 31 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" IRON PIN BURIED IN PAVEMENT LOCATED AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA (SAID IRON PIN BEARING N 00 DEGREES 30'57"E FOR 2637.86 FEET FROM A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SAID SECTION AND S 00 DEGREES 30'57"W FOR 2637.86 FEET FROM A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION);

THENCE N89 DEGREES 52'43"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR 209.00 FEET AND POINT OF BEGINNING; THENCE CONTINUE N89 DEGREES 52'43"W ALONG THE SAME COURSE FOR 94.87 FEET; THENCE N 00 DEGREES 19'12"E FOR 329.72 FEET TO AN IRON PIPE LOCATED ON THE NORTH LINE OF SAID LOT 9; THENCE S89 DEGREES 52'43"E ALONG THE NORTH LINE OF SAID LOT 9 FOR 96.00 FEET TO AN IRON PIPE; THENCE S 00 DEGREES 30'57"W FOR 329.73 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 AND POINT OF BEGINNING. LESS AND EXCEPT AREA WITHIN ROAD R/W ALONG THE SOUTH BOUNDARY FOR 9- 1/2 MILE ROAD.

Property Address: **1220 W NINE ONE HALF MILE RD, CANTONMENT, FL 32533**

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the property at public sale on July 27, 2017, to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at: 190 Governmental Center, in Escambia County in Pensacola, Florida, in accordance with section 45.031, Florida Statutes., using the following method (CHECK ONE):

   □ At 190 Governmental Center, Pensacola, FL 23502, beginning at 11:00 AM on the prescribed date.
   ■ By electronic sale beginning at 11:00 AM CST on the prescribed date at www.escambia.realforeclose.com (website).

4. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the Clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment or such part of it as is necessary to pay the bid in full.

5. On filing the certificate of title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

6. This Court has determined that the legal description contained within the Deed given by ELIZABETH ANN BUSH A/K/A ELIZABETH BULLINGTON to the payee named thereon executed on October 19,2007 and recorded in Official Records Book 6248 at Page 1260 of the Public Records of Escambia County, Florida was incorrect. The legal description of said

Deed shall hereby be reformed to reflect the correct legal description, and shall hereafter be referred to by the following legal description:

A PORTION OF THE WEST 268.0 FEET OF THE EAST 402.0 FEET OF LOT 9, BLOCK ONE IN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 31 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" IRON PIN BURIED IN PAVEMENT LOCATED AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA (SAID IRON PIN BEARING N 00 DEGREES 30'57"E FOR 2637.86 FEET FROM A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SAID SECTION AND S 00 DEGREES 30'57"W FOR 2637.86 FEET FROM A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION); THENCE N89 DEGREES 52'43"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR 209.00 FEET AND POINT OF BEGINNING; THENCE CONTINUE N89 DEGREES 52'43"W ALONG THE SAME COURSE FOR 94.87 FEET; THENCE N 00 DEGREES 19'12"E FOR 329.72 FEET TO AN IRON PIPE LOCATED ON THE NORTH LINE OF SAID LOT 9; THENCE S89 DEGREES 52'43"E ALONG THE NORTH LINE OF SAID LOT 9 FOR 96.00 FEET TO AN IRON PIPE; THENCE S 00 DEGREES 30'57"W FOR 329.73 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 AND POINT OF BEGINNING. LESS AND EXCEPT AREA WITHIN ROAD R/W ALONG THE SOUTH BOUNDARY FOR 9- 1/2 MILE ROAD.

7. This Court has determined that the legal description contained within the Mortgage given by JAMES M. BULLINGTON A/K/A JAMES M. BULLINGTON JR. AND ELIZABETH ANN BUSH A/K/A ELIZABETH BULLINGTON to the payee named thereon executed on October 18,2007 and recorded in Official Records Book 6248 at Page 1262 of the Public Records of Escambia County, Florida was incorrect. The legal description of said Mortgage shall hereby be reformed to reflect the correct legal description, and shall hereafter be referred to by the following legal description:

A PORTION OF THE WEST 268.0 FEET OF THE EAST 402.0 FEET OF LOT 9, BLOCK ONE IN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 31 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" IRON PIN BURIED IN PAVEMENT LOCATED AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA (SAID IRON PIN BEARING N 00 DEGREES 30'57"E FOR 2637.86 FEET FROM A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SAID SECTION AND S 00 DEGREES 30'57"W FOR 2637.86 FEET FROM A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION); THENCE N89 DEGREES 52'43"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR 209.00 FEET AND POINT OF BEGINNING; THENCE CONTINUE N89 DEGREES 52'43"W ALONG THE SAME COURSE FOR 94.87 FEET; THENCE N 00 DEGREES 19'12"E FOR 329.72 FEET TO AN IRON PIPE LOCATED ON THE NORTH LINE OF SAID LOT 9; THENCE S89 DEGREES 52'43"E ALONG THE NORTH LINE OF SAID LOT 9 FOR 96.00 FEET TO AN IRON PIPE; THENCE S 00 DEGREES 30'57"W FOR 329.73 FEET TO THE SOUTH LINE OF SAID

NORTHEAST 1/4 AND POINT OF BEGINNING. LESS AND EXCEPT AREA WITHIN ROAD R/W ALONG THE SOUTH BOUNDARY FOR 9- 1/2 MILE ROAD.

8. Jurisdiction Retained. Jurisdiction is reserved over this action to enforce the Final Judgment and to enter further orders that are proper including, without limitation, an award of attorney's fees and costs, a deficiency decree (if sought and appropriate), writs of possession, orders granting leave to file supplemental and/or amended pleadings to add additional parties, and orders resolving any disputes with respect to assessments and/or other amounts allegedly due associations.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, (ESCAMBIA COUNTY CLERK OF COURT) WITHIN 10 DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT NORTHWEST FLORIDA LEGAL SERVICES, INC., D/B/A EMERALD COAST LEGAL AID, 701 SOUTH "J" STREET, PENSACOLA, FL 32502, (850) 862-3279, *www.nwfls.org* TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR

SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL SERVICES OF NORTH FLORIDA, INC., FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE AND ORDERED in ESCAMBIA County, Florida, 6/8/17

CIRCUIT JUDGE

CERTIFICATE OF SERVICE

The undersigned deputy clerk hereby certifies that he/she delivered a true and correct copy of the foregoing via email to those listed herein on the e-service distribution list and by regular U.S. mail to any party not on the e-service distribution list.

Witness my hand and seal of the court on this ____ day of _____, 20____, as Clerk of the Circuit Court.

Pam Childers
Clerk of the Circuit Court
By: _____

Recorded in Public Records 4/11/2017 9:10 AM OR Book 7693 Page 1970, Instrument #2017026321, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 50960206 E-Filed 01/10/2017 09:22:04 AM

NATIONSTAR MORTGAGE LLC,
Plaintiff,

vs.

THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHERS WHO MAY CLAIM AN INTEREST IN THE ESTATE OF JAMES M. BULLINGTON A/K/A JAMES MAURICE BULLINGTON JR., DECEASED.; ELIZABETH ANN BUSH A/K/A ELIZABETH BULLINGTON; JAMES M. BULLINGTON, III; ESCAMBIA COUNTY, FLORIDA; STATE OF FLORIDA, DEPARTMENT OF REVENUE; CLERK OF COURTS OF ESCAMBIA COUNTY; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
Defendants.
_____/

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR ESCAMBIA COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO. 2017CA37
WF

NOTICE OF LIS PENDENS

TO: THE DEFENDANTS NAMED ABOVE AND ALL OTHERS TO WHOM IT MAY CONCERN:

PAGE 1

16-219557

1. YOU ARE HEREBY NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose a note and mortgage encumbering the following described real property in Escambia County, Florida, in Official Record Book 6248, Page 1262.

A PORTION OF THE WEST 268.0 FEET OF THE EAST 402.0 FEET OF LOT 9, BLOCK ONE IN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 31 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" IRON PIN BURIED IN PAVEMENT LOCATED AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA (SAID IRON PIN BEARING N 00 DEGREES 30'57"E FOR 2637.86 FEET FROM A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SAID SECTION AND S 00 DEGREES 30'57"W FOR 2637.86 FEET FROM A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SAID SECTION); THENCE N89 DEGREES 52'43"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR 209.00 FEET AND POINT OF BEGINNING; THENCE CONTINUE N89 DEGREES 52'43"W ALONG THE SAME COURSE FOR 94.87 FEET; THENCE N 00 DEGREES 19'12"E FOR 329.72 FEET TO AN IRON PIPE LOCATED ON THE NORTH LINE OF SAID LOT 9; THENCE S89 DEGREES 52'43"E ALONG THE NORTH LINE OF SAID LOT 9 FOR 96.00 FEET TO AN IRON PIPE; THENCE S 00 DEGREES 30'57"W FOR 329.73 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 AND POINT OF BEGINNING. LESS AND EXCEPT AREA WITHIN ROAD R/W ALONG THE SOUTH BOUNDARY FOR 9- 1/2 MILE ROAD.

-A/K/A 1220 W NINE ONE HALF MILE RD, CANTONMENT, FL 32533

Including the buildings and appurtenances located thereon.

Dated this _____ day of JAN 0 6 2017, 20___.

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.
Attorney for Plaintiff
6409 Congress Ave., Suite 100
Boca Raton, FL 33487
Telephone: 561-241-6901
Facsimile: 561-997-6909
Service Email: mail@rasflaw.com

By: _____

[ ] Jonathan Meisels, Esq., Florida Bar No. 29235, Email Address: j.meisels@rasflaw.com
[ ] Melissa Konick, Esq., Florida Bar No. 17569, Email Address: mkonick@rasflaw.com
[ ] Sean M. Swartz, Esq., Florida Bar No. 112209, Email Address: sswartz@rasflaw.com
[ ] Wendy Manswell, Esq., Florida Bar No. 12027, Email Address: wmanswell@rasflaw.com
[ ] Stacia D. McCray, Esq., Florida Bar No. 100551, Email Address: smccray@rasflaw.com
[ ] Marissa M. Yaker, Esq., Florida Bar No. 103591, Email Address: myaker@rasflaw.com
[✓] Olen McLean, Esq., Florida Bar No. 96455, Email Address: omclean@rasflaw.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14918 **Written Communication 7. C.**
BCC Regular Meeting
Meeting Date: 10/04/2018
Issue: Communication from Edward Robinson
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
September 17, 2018 Communication from Edward Robinson requesting to address the Board regarding lack of enforcement of the noise Ordinance.

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
Written Communication Request - Edward Robinson

9-17-2018

Board of County Commission

To be Placed on The Regualar Board Meeting. Aneed To address The Board over Lack of Enforcement of Noise ordinance. Location 3720 Navy Blvd Bussiness Sidewinder Crossfit Gym. 4:30AM Disturbance with Blairing Bells And Excessive Loud music. Codes prohibit Bars and other intrusions with Time Restraints of 8AM.

RECEIVED
SEP 18 REC'D
By J. Witterstaetter

Sincerely

Ellen Nelson

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14769 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 10/04/2018

Issue: 5:31 p.m. Public Hearing Regarding the Fiscal 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation

From: Derek Whidden, Grants Coordinator

Organization: Escambia County Sheriff's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing Regarding the Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation.

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2018 Local Solicitation":

A. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2018 Local Solicitation" funds; total estimated amount of funds for Escambia County, Florida, is $125,841;

B. Authorize the Sheriff of Escambia County, Florida, to act as the Implementing Agency and Designee for the Chairman of the Board of County Commissioners for the Grant Program, to include the following:

1. Review and approve the online Grant Application;

2. Make the necessary Assurances and Certifications as to the expenditure of funds under the Program; and

3. Sign or validate online any other Program requirements, as may be required by the funding authority; and

C. Authorize the Chairman to sign or validate online any other Program

requirements, as may be required by the funding authority, relating to the Chief Executive of the County.

BACKGROUND:

The Department of Justice requires applicants allow for public comment prior to the award of any funding under this program on its intended uses to the extent applicable law or established procedures make such opportunity available. The grantee will use the JAG grant to support law enforcement initiatives. Specifically, to fund the overtime salaries for sworn law enforcement officers for following units: Bike Patrol. Primary objective is the reduction of street level crimes through effective neighborhood bike patrol policing in Escambia County Florida.

BUDGETARY IMPACT:

There are no matching grant requirements for this grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Applicants must provide an opportunity for the public to comment on their JAG application. The manner in which the public is notified and given an opportunity to comment, as well as the pertinent dates, should be included In the Review Narrative portion of the application. If the requirement is not met at the time of submission, BJA will process the application, but funds will be withheld until documentation confirming the public comment requirement was completed has been submitted. Common forms of public notification include website and newspaper postings, and city council, tribal council, and county board hearings that are open to the public.

PERSONNEL:

Escambia County Sheriff's Office will coordinate all necessary activities including programmatic and serve as the fiscal agent for this grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Escambia County Sheriff's Office will coordinate all necessary activities including programmatic and and serve as the fiscal agent for this grant.

Attachments

JAG 18 Local Solicitation

Signature Pages

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

FY 2018 Local Solicitation

Applications Due: August 22, 2018

Eligibility

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by Chief Executive of Applicant Government" attached to this solicitation as Appendix A.

In addition, as discussed further below, in order to validly accept a Fiscal Year (FY) 2018 JAG award, the chief legal officer of the applicant unit of local government must properly execute, and the unit of local government must submit, the specific certifications regarding compliance with certain federal laws attached to this solicitation as Appendix B and Appendix C. (Note: this requirement does not apply to Indian tribal governments.) (The text of the relevant federal laws appears in Appendix D.)

Eligible allocations under JAG are posted annually on the JAG web page.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Deadline

Applicants must register in the OJP Grants Management System (GMS) at https://grants.ojp.usdoj.gov/ prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 5 p.m. eastern time on August 22, 2018.

For additional information, see How to Apply in Section D. Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 888–549–9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application. Additional information on reporting technical issues appears under "Experiencing Unforeseen GMS Technical Issues" in How to Apply in Section D. Application and Submission Information.

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301–240–5830, or by web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA State Policy Advisor.

Release date: July 20, 2018

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Edward Byrne Memorial Justice Assistance (JAG)
Grant Program
FY 2018 Local Solicitation
CFDA #16.738

A. Program Description

Overview
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2018 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from states.)

Statutory Authority: The JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10158), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds – In general
In general, JAG funds awarded to a unit of local government under this FY 2018 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Additionally, JAG funds awarded to a unit of local government under this FY 2018 solicitation may be used for any purpose indicated in Appendix F.

In connection with all of the above purposes (including those indicated in the appendix), it should be noted that the statute defines “criminal justice” as “activities pertaining to crime

prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

Under the JAG Program, units of local government may also use award funds for broadband deployment and adoption activities as they relate to criminal justice activities.

Limitations on the use of JAG funds
Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist,** making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar items

***Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.**

For information related to requesting a waiver to obtain BJA certification for a listed prohibited item, or for examples of allowable vehicles that do not require BJA certification, refer to the JAG FAQs.

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award.

Prohibition of supplanting; no use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the JAG FAQs for examples of supplanting.

Although supplanting is prohibited, as discussed under What An Application Should Include, the leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for the purposes of other federal awards.

Other restrictions on use of funds – If a unit of local government chooses to use its FY 2018 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions:

- Body-Worn Cameras (BWC)
  A unit of local government that proposes to use FY 2018 JAG award funds to purchase BWC equipment, or to implement or enhance BWC programs, must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: https://www.bja.gov/Funding/BodyWornCameraCert.pdf.

  A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

  Further, before making any subaward for BWC-related expenses, the unit of local government JAG recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

  The BJA BWC Toolkit provides model BWC policies and best practices to assist departments in implementing BWC programs.

  Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors, including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the BWC web page for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- Body Armor
  Body armor purchased with FY 2018 JAG funds may be purchased at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor purchased with FY 2018 JAG funds must be made in the United States, and must be "uniquely fitted." *See* 34 U.S.C. § 10202(c)(1)(A). For a definition of "uniquely fitted" and more information about requirements associated with body armor purchases, see the JAG FAQs.

  A unit of local government that proposes to use FY 2018 JAG award funds to purchase body armor must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving body armor has a written "mandatory wear" policy in effect. *See* 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

A unit of local government that proposes to use JAG funds to purchase body armor will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the unit of local government JAG recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

A mandatory wear concept and issues paper and a model policy are available at the BVP Customer Support Center, at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found at https://www.bja.gov/Funding/JAGFAQ.pdf.

Apart from the JAG program, BJA provides funds under the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the BVP web page. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program. *It is also important to note that eligibility for the BVP Program is impacted by a local jurisdiction's use of funds under a local JAG award to purchase body armor.* For additional information on the BVP Program, and eligibility restrictions related to receipt of JAG funding, review the BVP FAQs.

- Interoperable Communications

  Units of local government (and subrecipients) that use FY 2018 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission Waiver Order) should review FY 2018 SAFECOM Guidance. The SAFECOM Guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects funded with FY 2018 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the fulltime Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the states and territories. Contact OEC@hq.dhs.gov. All communications equipment purchased with FY 2018 JAG Program funding should be identified during quarterly performance metrics reporting.

  Further, information sharing projects funded with FY 2018 JAG funds must comply with DOJ's Global Justice Information Sharing Initiative guidelines, as applicable, in order to

promote information sharing and enable interoperability among disparate systems across the justice and public safety community. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://www.it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document planned approaches to information sharing and describe compliance to the GSP and an appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

For JAG applicants considering implementing communications technology projects, it is worthwhile to consider the First Responder Network Authority (FirstNet) program. The Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. §§ 1401 *et seq.*) established FirstNet as an independent authority within the National Telecommunications and Information Administration. FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). The NPSBN will use the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. The network is based on a single, national network architecture that will evolve with technological advances and initially consist of a core network and radio access network. While mission critical voice communications will continue to occur on land mobile radio, in time, FirstNet is expected to provide the public safety entities with mission critical broadband data capabilities and services including, but not limited to: messaging; image sharing; video streaming; group text; voice; data storage; applications; location-based services; and quality of service, priority, and preemption. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions. For more information on FirstNet services, the unique value of the FirstNet network to public safety, and how to subscribe for the FirstNet service once your state or territory opts in, visit www.FirstNet.gov. To learn about FirstNet's programs and activities, including its consultation and outreach with public safety, the state plan's process, FirstNet's history and promise, and how it plans to ensure the FirstNet network meets the needs of public safety—every day and in every emergency—visit www.FirstNet.gov or contact info@firstnet.gov.

- DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database
  If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA.

  In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

- Entry of Records into State Repositories
  As appropriate and to the extent consistent with law, a condition may be imposed that would require the following: With respect to any "program or activity" that receives federal financial assistance under this solicitation that is likely to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations, a system must be in place to ensure that all such

NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Requirements specific to "disparate" jurisdictions
According to the JAG program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. *See* 34 U.S.C. § 10156(d)(4). Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not; yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality's award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.

- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county's award amount.

- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county's award amount.

Jurisdictions identified by BJA as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to: www.bja.gov/Funding/JAGMOU.pdf.

Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. Unless specified differently, any reference in this solicitation to "applicant" or "recipient" includes each fiscal agent applying on behalf of a disparate group. Further, "subrecipients" includes those disparate jurisdictions that receive award funding from the fiscal agent, rather than directly from OJP.

Required compliance with applicable federal laws
By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2018 JAG award must certify that the unit of local government will "comply with all provisions of [the JAG Program statute] and all other applicable Federal laws." To satisfy this requirement, each unit of local government applicant must submit three properly executed certifications using the forms shown in Appendices A, B, and C.

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a

certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2018 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

National Incident-Based Reporting System (NIBRS) 3 percent set-aside
In FY 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. *See* 34 U.S.C. § 10156. Once SRS has been replaced by NIBRS, JAG award amounts will be calculated using NIBRS data. In preparation for the FBI's 2021 NIBRS compliance deadline, beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent requirement will assist state and local jurisdictions in working toward compliance to ensure they continue to have critical criminal justice funding available through JAG when SRS is replaced by NIBRS in FY 2021.

The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to subawards. That is, the unit of local government serving as fiscal agent for a disparate group will be required by special condition to require each of the other jurisdictions in the disparate group to set aside 3 percent of FY 2018 JAG funds received by that jurisdiction to be used for NIBRS compliance activities, unless that jurisdiction receives a waiver from the BJA Director, as described below. Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies in how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

Units of local government that have been certified as NIBRS compliant by their state, or directly by the FBI, may submit a waiver to the BJA Director requesting an exemption from the 3 percent set-aside requirement. The waiver request from an appropriate local official must clearly state that the unit of local government has been certified as NIBRS compliant by their state, or directly by the FBI, and should be submitted with the application, or, as appropriate, through request for a Grant Adjustment Notice after an award is made. In any instance in which a waiver

request is submitted, the unit of local government must retain documentation on file that demonstrates the state or FBI certification of NIBRS-compliance. Such documentation must be made available for BJA review, upon request. The BJA Director will review all requests for waivers. If approved, states will not be subject to the 3 percent set-aside requirement.

Note: U.S. Territories and tribal jurisdictions will not be subject to the 3 percent set-aside for NIBRS-compliance until FY 2019. Tribal jurisdictions and the five U.S. territories are strongly encouraged to dedicate a portion of JAG funding to NIBRS conversion; however, this is not a requirement for FY 2018 JAG funding. Utilizing this phased-in approach will allow the territories and tribal jurisdictions to plan for the change in funding direction and provide BJA with time to coordinate or provide any necessary technical assistance surrounding this topic.

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments, and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation between federal, state, and local law enforcement. BJA intends to focus much of its work on the areas of emphasis described below, and encourages each recipient of an FY 2018 JAG award to join federal law enforcement agencies in addressing these challenges.

Reducing Violent Crime – Recognizing that crime problems, including felonious possession and use of a firearm and/or gang violence, illegal drug sales and distribution, human trafficking, and other related violent crime, vary from community to community, BJA encourages states to tailor their programs to the local crime issues, and to be data-informed in their work. States should consider investing JAG funds in programs to combat gun violence, and to improve the process for ensuring that persons prohibited from purchasing guns (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so, by utilizing technology such as eTrace and NIBIN to analyze evidence as well as by enhancing complete, accurate, and timely reporting to the FBI's NICS. States are also encouraged to coordinate with United States Attorneys Offices and Project Safe Neighborhood (PSN) grantees in order to leverage funding for violence reduction projects, and to coordinate their law enforcement activities with those of federal law enforcement agencies, such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, and the Department of Homeland Security.

Officer Safety and Wellness – The issue of law enforcement safety and wellness is an important priority for BJA and DOJ. According to the *Preliminary 2017 Law Enforcement Officer Fatalities Report*, released by the National Law Enforcement Officers Memorial Fund (NLEOMF), as of December 28, 2017, there were 128 law enforcement line-of-duty deaths nationwide in 2017. Firearms-related deaths were the second leading cause of law enforcement deaths (44) in 2017, according to the NLEOMF report. Of those deaths, the leading circumstance was officers shot while responding to a domestic disturbance (7), followed by traffic enforcement, investigative activities, and dealing with a suspicious person or vehicle—6 instances in each circumstance. Additionally, deaths due to circumstances other than firearms- or traffic-related deaths increased by 61 percent in 2017, with 37 deaths compared to 23 in 2016. Sixteen of those deaths were due to job-related illnesses, including 10 due to heart attacks.

Based on the latest reports (2016 and 2015) from the FBI's *Law Enforcement Officers Killed and Assaulted* (LEOKA) data, there appeared to be a continuing increase in assaults between 2015 and 2016. There were 57,180 assaults in 2016 versus 50,212 in 2015. Of those, 16,535 resulted in officer injuries in 2016 compared to 14,281 in 2015. The 2016 LEOKA reports that

there were 17 officers killed in ambush situations, which is an increase from 2015 when 4 officers were killed in ambush situations.

BJA sees a vital need to focus not only on tactical officer safety concerns, but also on health and wellness as they affect officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages states to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the BJA VALOR Initiative, as well as funding for health and wellness programs for law enforcement officers.

Border Security – Securing U.S. borders (and internationally accessible waterways and -airports) is critically important to the reduction and prevention of transnational drug-trafficking networks and combating all forms of human trafficking within the United States (including sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). Smuggling and trafficking operations to, from and within the United States contribute to a significant increase in violent crime and U.S. deaths. BJA encourages units of local government to enhance border, waterway, and port security by using JAG funds to support law enforcement hiring, training, and technology enhancement, as well as cooperation and coordination among federal, state, local, and tribal law enforcement agencies.

Collaborative Prosecution and Law Enforcement – BJA supports strong partnerships between prosecutors and law enforcement, at all levels of government, in order to help take violent offenders off the street. BJA strongly encourages state and local law enforcement agencies to foster strong partnerships with federal law enforcement agencies, and with their own prosecutors, as well as federal prosecutors, to adopt new, cost-effective, collaborative strategies to reduce crime, particularly violent crime. (BJA's Innovative Prosecution Solutions Initiative is a related effort to promote partnerships between prosecutors and researchers to develop and deliver effective, data-driven, evidence-based strategies to solve chronic problems and fight crime.)

Objectives and Deliverables
In general, the FY 2018 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to criminal justice.

As discussed in more detail in the General Information about Post-federal Award Reporting Requirements discussion, a state that receives an FY 2018 JAG award will be required to produce various types of reports and to submit data related to performance measures and accountability. The objectives and deliverables are directly related to the JAG Program accountability measures at https://bjapmt.ojp.gov/help/jagdocs.html.

Evidence-based Programs or Practices
OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.

- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The OJP CrimeSolutions.gov website at https://www.crimesolutions.gov/ is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through BJA's Matrix Demonstration Project. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Innovation Suite" of programs including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see https://www.bja.gov/Programs/CRPPE/innovationssuite.html). BJA encourages states to use JAG funds to support these "crime innovation" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities
The Department of Justice has prioritized the use of evidence-based programming and deems it critical to continue to build and expand the evidence informing criminal and juvenile justice programs and crime victim services to reach the highest level of rigor possible. Therefore, applicants should note that OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. Recipients and subrecipients will be expected to cooperate with program-related assessments or evaluation efforts, including through the collection and provision of information or data requested by OJP (or its designee) for the assessment or evaluation of any activities and/or outcomes of those activities funded under this solicitation. The information or data requested may be in addition to any other financial or performance data already required under this program.

BJA Success Stories
The BJA-sponsored Success Stories web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page is a valuable resource for states, localities, territories, tribes, and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a state has a success story it would like to submit, it may be submitted through My BJA account, using "add a Success Story" and the Success Story Submission form. Register for a My BJA account using this registration link.

B. Federal Award Information

BJA estimates that it will make up to 1,147 local awards totaling an estimated $84,500,000.

Awards of at least $25,000 are 4 years in length, and performance periods will be from October 1, 2017 through September 30, 2021. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

Awards of less than $25,000 are 2 years in length, and performance periods will be from October 1, 2017 through September 30, 2019. Extensions of up to 2 years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award
BJA expects that any award under this solicitation will be in the form of a grant. See Statutory and Regulatory Requirements; Award Conditions, under Section F. Federal Award Administration Information, for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

(1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).

(2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.

(3) Dividing each state's final award amount (except for the territories and District of Columbia) between the state and its units of local governments at a rate of 60 and 40 percent, respectively.

(4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is $10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the "eligible award amount" to a particular unit of local government, as determined on this basis, is less than $10,000, however, the funds are not made available for a direct award to that particular unit of local government, but

instead are added to the amount that otherwise would have been awarded to the state. (Additional requirements related to "disparate" jurisdictions are summarized above).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities[1]) must, as described in the Part 200 Uniform Requirements[2] as set out at 2 C.F.R. 200.303:

(a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

(c) Evaluate and monitor [the recipient's (and any subrecipient's)] compliance with statutes, regulations, and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or [the recipient (or any subrecipient)] considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

To help ensure that applicants understand the administrative requirements and cost principles, OJP encourages prospective applicants to enroll, at no charge, in the DOJ Grants Financial Management Online Training, available at https://ojpfgm.webfirst.com/. (This training is required for all OJP award recipients.)

Also, applicants should be aware that OJP collects information from applicants on their financial management and systems of internal controls (among other information) which is used to make award decisions. Under Section D. Application and Submission Information, applicants may access and review the OJP Financial Management and System of Internal Controls Questionnaire (https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf) that OJP requires **all** applicants (other than an individual applying in his/her personal capacity) to download, complete, and submit as part of the application.

[1] For purposes of this solicitation, the phrase "pass-through entity" includes any recipient or subrecipient that provides a subaward ("subgrant") to carry out part of the funded award or program.

[2] The "Part 200 Uniform Requirements" refers to the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

Budget and Financial Information
Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. Non-federal entities must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 CFR 200.305(b)(8)). Subrecipients that draw down JAG funds in advance are subject to the same requirement and must first establish an interest-bearing account.

Tracking and reporting regarding JAG funds used for administrative costs – As indicated earlier, up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

No commingling – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis. **For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered commingling.**

Cost Sharing or Match Requirement
The JAG Program does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional cost sharing and match information, see the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm.

Pre-agreement Costs (also known as Pre-award Costs)
Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does **not** typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.)

Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent with the recipient's approved budget and applicable cost principles. See the section on Costs Requiring Prior Approval in the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs
OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such

events, available at: https://www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients, as well as some conference, meeting, and training costs for grant recipients; and (3) set cost limits, which include a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)
If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

C. Eligibility Information

For information on eligibility, see the title page.

Note that, as discussed in more detail below, the certifications regarding compliance with certain federal laws. (See Appendices B and C) must be executed and submitted before a unit of local government (other than an Indian tribal government) can make a valid award acceptance. Also, a unit of local government may not access award funds (and its award will include a condition that withholds funds) until it submits a properly executed "Certifications and Assurances by Chief Executive of Applicant Government." (See Appendix A).

D. Application and Submission Information

What an Application Should Include
This section describes in detail what an application should include. An applicant should anticipate that if it fails to submit an application that contains all of the specified elements, it may negatively affect the review of its application; and, should a decision be made to make an award, it may result in the inclusion of award conditions that preclude the recipient from accessing or using award funds until the recipient satisfies the conditions and OJP makes the funds available.

NOTE: OJP has combined the Budget Detail Worksheet and Budget Narrative in a single document collectively referred to as the Budget Detail Worksheet. See "Budget Information and Associated Documentation" below for more information about the Budget Detail Worksheet and where it can be accessed.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "Budget Detail Worksheet," "Timelines," "Memoranda of Understanding,"

"Résumés") for all attachments. Also, OJP recommends that applicants include résumés in a single file.

Please review the "Note on File Names and File Types" under How to Apply to be sure applications are submitted in permitted formats.

In general, if a unit of local government fails to submit required information or documents, OJP either will return the unit of local government's application in the Grants Management System (GMS) for submission of the missing information or documents, or will attach a condition to the award that will withhold award funds until the necessary information and documents are submitted. (As discussed elsewhere in this solicitation, the certification regarding compliance with certain federal laws—which are set out at Appendix B and Appendix C—will be handled differently. Unless and until those certifications are submitted, the unit of local government (other than an Indian tribal government) will be unable to make a valid acceptance of the award.)

1. **Information to Complete the Application for Federal Assistance (SF-424)**
   The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

   To avoid processing delays, an applicant must include an accurate legal name on its SF-424. Current OJP award recipients, when completing the field for "Legal Name," should use the same legal name that appears on the prior year award document, which is also the legal name stored in OJP's financial system. On the SF-424, enter the Legal Name in box 5 and Employer Identification Number (EIN) in box 6 exactly as it appears on the prior year award document. An applicant with a current, active award(s) must ensure that its GMS profile is current. If the profile is not current, the applicant should submit a Grant Adjustment Notice updating the information on its GMS profile prior to applying under this solicitation.

   A new applicant entity should enter its official legal name, its address, its EIN, and its Data Universal Numbering System (DUNS). A new applicant entity should attach official legal documents to its application (e.g., articles of incorporation, 501(c)(3) status documentation, organizational letterhead) to confirm the legal name, address, and EIN entered into the SF-424. OJP will use the System for Award Management (SAM) to confirm the legal name and DUNS number entered in the SF-424; therefore, an applicant should ensure that the information entered in the SF-424 matches its current registration in SAM. See the How to Apply section for more information on SAM and DUNS numbers.

   Intergovernmental Review:
   This solicitation ("funding opportunity") **is** subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 16 once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 16 by

selecting the response that the "Program is subject to E.O. 12372 but has not been selected by the State for review.")

2. Project Identifiers

Applications should identify at least three and no more than ten project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

The following sections **should** be included as part of the program narrative[3]:

a. Description of the Issues – Identify the unit of local government's strategy/funding priorities for the FY 2018 JAG funds, the subgrant award process and timeline, and a description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.

b. Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice criminal/juvenile justice agencies in the state.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance measures that demonstrate the results of the work carried out under the award (see "General Information about Post-Federal Award Reporting Requirements" in Section F. Federal Award Administration Information). The performance measures data directly relate to the objectives and deliverables identified under Objectives and Deliverables in Section A. Program Description.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

Post award, recipients will be required to submit quarterly performance metrics through BJA's Performance Measurement Tool (PMT), located at: https://bjapmt.ojp.gov. The application should describe the applicant's plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: https://bjapmt.ojp.gov/help/jagdocs.html.

[3] For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under Section D. Application and Submission Information.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements, likely do not constitute "research." Each applicant should provide sufficient information for OJP to determine whether the particular project it proposes would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research that appears at 28 C.F.R. Part 46 ("Protection of Human Subjects").

Research, for the purposes of human subjects protection for OJP-funded programs, is defined as "a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge." 28 C.F.R. 46.102(d).

For additional information on determining whether a proposed activity would constitute research for purposes of human subjects protection, applicants should consult the decision tree in the "Research and the Protection of Human Subjects" section of the "Requirements related to Research" web page of the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" available through the OJP Funding Resource Center at https://ojp.gov/funding/index.htm. Every prospective applicant whose application may propose a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that web page.

4. Budget and Associated Documentation

The Budget Detail Worksheet and the Budget Narrative are now combined in a single document collectively referred to as the Budget Detail Worksheet. The Budget Detail Worksheet is a user-friendly, fillable, Microsoft Excel-based document designed to calculate totals. Additionally, the Excel workbook contains worksheets for multiple budget years that can be completed as necessary. **All applicants should use the Excel version when completing the proposed budget in an application, except in cases where the applicant does not have access to Microsoft Excel or experiences technical difficulties.** If an applicant does not have access to Microsoft Excel or experiences technical difficulties with the Excel version, then the applicant should use the 508-compliant accessible Adobe Portable Document Format (PDF) version.

Both versions of the Budget Detail Worksheet can be accessed at https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet.htm.

a. Budget Detail Worksheet

The Budget Detail Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how it was calculated by the applicant. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with grant funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the proposed budget detail worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). **This narrative should include a full description of all costs, including funds set aside for NIBRS project(s) and administrative costs (if applicable).**

An applicant should demonstrate in its budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the objectives of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The budget narrative should be mathematically sound and correspond clearly with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes, but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the budget narrative should describe costs by year

c. Information on Proposed Subawards (if any), as well as on Proposed Procurement Contracts (if any)

Applicants for OJP awards typically may propose to make "subawards." Applicants also may propose to enter into procurement "contracts" under the award.

Whether an action—for federal grants administrative purposes—is a subaward or procurement contract is a critical distinction as significantly different rules apply to subawards and procurement contracts. If a recipient enters into an agreement that is a subaward of an OJP award, specific rules apply—many of which are set by federal statutes and DOJ regulations; others by award conditions. These rules place particular responsibilities on an OJP recipient for any subawards the OJP recipient may make. The rules determine much of what the written subaward agreement itself must require or provide. The rules also determine much of what an OJP recipient must do both before and after it makes a subaward. If a recipient enters into an agreement that is a

procurement contract under an OJP award, a substantially different set of federal rules applies.

OJP has developed the following guidance documents to help clarify the differences between subawards and procurement contracts under an OJP award and outline the compliance and reporting requirements for each. This information can be accessed online at https://ojp.gov/training/training.htm.

- Subawards under OJP Awards and Procurement Contracts under Awards: A Toolkit for OJP Recipients.
- Checklist to Determine Subrecipient or Contractor Classification.
- Sole Source Justification Fact Sheet and Sole Source Review Checklist.

In general, the central question is the relationship between what the third-party will do under its agreement with the recipient and what the recipient has committed (to OJP) to do under its award to further a public purpose (e.g., services the recipient will provide, products it will develop or modify, research or evaluation it will conduct). If a third party will provide some of the services the recipient has committed (to OJP) to provide, will develop or modify all or part of a product the recipient has committed (to OJP) to develop or modify, or conduct part of the research or evaluation the recipient has committed (to OJP) to conduct, OJP will consider the agreement with the third party a subaward for purposes of federal grants administrative requirements.

This will be true **even if** the recipient, for internal or other non-federal purposes, labels or treats its agreement as a procurement, a contract, or a procurement contract. Neither the title nor the structure of an agreement determines whether the agreement–for purposes of federal grants administrative requirements–is a "subaward" or is instead a procurement "contract" under an award. The substance of the relationship should be given greater consideration than the form of agreement between the recipient and the outside entity.

1. **Information on proposed subawards and required certifications regarding certain federal laws from certain subrecipients**

General requirement for federal authorization of any subaward; statutory authorizations of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval to authorize subawards. This includes subawards made by units of local government under the JAG Program.

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation and is not sufficiently described and justified in the

application as approved by OJP, the recipient will be required, post award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative, but also in the Budget Detail Worksheet and Budget Narrative.

Required certifications, generally relating to various federal statutes, from any proposed subrecipient that is a state or local government entity. Before a unit of local government may subaward FY 2018 award funds to another unit of local government or to a public institution of higher education, it will be required (by specific award condition, the terms of which will govern) to obtain a properly executed certification, generally relating to various specific federal laws, from the proposed subrecipient. (This requirement regarding these federal laws will not apply to subawards to Indian tribes). The specific certification the unit of local government must require from another unit of local government will vary somewhat from the specific certification it must require from a public institution of higher education. The forms will be posted and available for download at: https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm.

2. Information on proposed procurement contracts (with specific justification for proposed noncompetitive contracts over $150,000)

Unlike a recipient contemplating a subaward, a recipient of an OJP award generally does not need specific prior federal authorization to enter into an agreement that—for purposes of federal grants administrative requirements—is considered a procurement contract, **provided that** (1) the recipient uses its own documented procurement procedures and (2) those procedures conform to applicable federal law, including the Procurement Standards of the (DOJ) Part 200 Uniform Requirements (as set out at 2 C.F.R. 200.317 - 200.326). The Budget Detail Worksheet and budget narrative should identify proposed procurement contracts. (As discussed above, subawards must be identified and described separately from procurement contracts.)

The Procurement Standards in the Part 200 Uniform Requirements, however, reflect a general expectation that agreements that (for purposes of federal grants administrative requirements) constitute procurement "contracts" under awards will be entered into on the basis of full and open competition. All noncompetitive (sole source) procurement contracts must meet the OJP requirements outlined at https://ojp.gov/training/subawards-procurement.htm. If a proposed procurement contract would exceed the simplified acquisition threshold—currently, $150,000—a recipient of an OJP award may not proceed without competition unless and until the recipient receives specific advance authorization from OJP to use a non-competitive approach for the procurement. An applicant that (at the time of its application) intends—without competition—to enter into a procurement contract that would exceed $150,000 should include a detailed justification that explains to OJP why, in the particular circumstances, it is appropriate to proceed without competition.

If the applicant receives an award, sole source procurements that do not exceed the Simplified Acquisition Threshold (currently $150,000) must have written justification for the noncompetitive procurement action maintained in the procurement file. If a procurement file does not have the documentation that meets the criteria outlined in 2 C.F.R. 200, the procurement expenditures may not be allowable. Sole source procurement over the $150,000 Simplified Acquisition Threshold must have prior approval from OJP using a Sole Source Grant Adjustment Notice (GAN). Written documentation justifying the noncompetitive procurement must be submitted with the GAN and maintained in the procurement file.

d. Pre-Agreement Costs
For information on pre-agreement costs, see Section B. Federal Award Information.

5. Indirect Cost Rate Agreement (if applicable)
Indirect costs may be charged to an award only if:

(a) The recipient has a current (unexpired), federally approved indirect cost rate; or
(b) The recipient is eligible to use, and elects to use, the “de minimis” indirect cost rate described in the (DOJ) Part 200 Uniform Requirements, as set out at 2 C.F.R. 200.414(f).

Note: This rule does not eliminate or alter the JAG-specific restriction in federal law that charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

An applicant with a current (unexpired) federally approved indirect cost rate is to attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant’s accounting system permits, applicants may propose to allocate costs in the direct cost categories.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 1–800–458–0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at: www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

Certain OJP recipients have the option of electing to use the “de minimis” indirect cost rate. An applicant that is eligible to use the “de minimis” rate that wishes to use the "de minimis" rate should attach written documentation to the application that advises OJP of both-- (1) the applicant’s eligibility to use the “de minimis” rate, and (2) its election to do so. If an eligible applicant elects the “de minimis” rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The "de minimis" rate may no longer be used once an approved federally-negotiated indirect cost rate is in place. (No entity that ever has had a federally-approved negotiated indirect cost rate is eligible to use the "de minimis" rate.) For the “de minimis” rate requirements (including additional information on eligibility to elect to use the rate), see Part 200 Uniform Requirements, at 2 C.F.R. 200.414(f).

6. Tribal Authorizing Resolution

A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)

Every OJP applicant is to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) located at https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf as part of its application. The Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process.

The Questionnaire should only be completed by financial staff most familiar with the applicant's systems, policies, and procedures in order to ensure that the correct responses are recorded and submitted to OJP. The responses on the Questionnaire directly impact the pre-award risk assessment and should accurately reflect the applicant's financial management and internal control system at the time of the application. The pre-award risk assessment is only one of multiple factors and criteria used in determining funding. However, a pre-award risk assessment that indicates that an applicant poses a higher risk to OJP may affect the funding decision and/or result in additional reporting requirements, monitoring, special conditions, withholding of award funds, or other additional award requirements.

Among other things, the form requires each applicant to disclose whether it currently is designated "high risk" by a federal grant-making agency outside of DOJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant. If an applicant is designated high risk by another federal awarding agency, the applicant must provide the following information:

- The federal awarding agency that currently designates the applicant high risk.
- The date the applicant was designated high risk.
- The high risk point of contact at that federal awarding agency (name, phone number, and email address).
- The reasons for the high risk status, as set out by the federal awarding agency.

OJP seeks this information to help ensure appropriate federal oversight of OJP awards. An applicant that is considered "high risk" by another federal awarding agency is not automatically disqualified from receiving an OJP award. OJP may, however, consider the

information in award decisions, and may impose additional OJP oversight of any award under this solicitation (including through the conditions that accompany the award document).

8. Disclosure of Lobbying Activities

Each applicant must complete and submit a Disclosure of Lobbying Activities form (SF-LLL). An applicant that expends any funds for lobbying activities is to provide all of the information requested on the form. An applicant that does not expend any funds for lobbying activities is to enter "N/A" in the text boxes for item 10 ("a. Name and Address of Lobbying Registrant" and "b. Individuals Performing Services").

9. Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached to this solicitation as Appendix A.

OJP will not deny an application for an FY 2018 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., the mayor).

10. Certifications by the Chief Legal Officer of the Applicant Government

The chief legal officer of an applicant unit of local government (e.g., the City Attorney) is to carefully review the two certifications attached to this solicitation as Appendix B and Appendix C. If the chief legal officer determines that he or she may execute the certifications, the unit of local government is to submit the certification as part of its application. (Note: this requirement does not apply to Indian tribal governments.)

As discussed further in the Federal Award Notices section, a unit of local government (other than an Indian tribal government) applicant will be **unable to make a valid award acceptance** of an FY 2018 JAG award unless and until both properly executed certifications by its chief legal officer are received by OJP on or before the day the unit of local government submits an executed award document.

11. Additional Attachments

a. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

(3) If yes to either:

- Please provide a copy of each law or policy;

- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

See Appendix E for a template that applicants may use to prepare this attachment.

Note: Responses to these questions must be provided by the applicant as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

OJP will not deny an application for an FY 2018 award for failure to submit these required responses by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these responses.

b. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation and (2) would cover identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. The applicant is to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to state agencies that will subaward ("subgrant") federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable federal or state funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Federal or State Funding Agency
DOJ/Office of Community Oriented Policing Services (COPS)	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
Health & Human Services/ Substance Abuse and Mental Health Services Administration	Drug-Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

SAMPLE

Each applicant should include the table as a separate attachment to its application. The file should be named "Disclosure of Pending Applications." The applicant Legal Name on the application must match the entity named on the disclosure of pending applications statement.

Any applicant that does not have any pending applications as described above is to submit, as a separate attachment, a statement to this effect: "[Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application."

c. Research and Evaluation Independence and Integrity (if applicable)

If an application involves research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant must demonstrate independence and integrity regarding both this proposed research and/or evaluation, and any current or prior related projects.

Each application should include an attachment that addresses **both** i. and ii. below.

i. For purposes of this solicitation, each applicant is to document research and evaluation independence and integrity by including one of the following two items:

   a. A specific assurance that the applicant has reviewed its application to identify any actual or potential apparent conflicts of interest (including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients), and that the applicant has identified no such conflicts of interest—whether personal or financial or organizational (including on the part of the applicant entity or on the part of staff, investigators, or subrecipients)—that could affect the

independence or integrity of the research, including the design, conduct, and reporting of the research.

OR

b. A specific description of actual or potential apparent conflicts of interest that the applicant has identified—including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients—that could affect the independence or integrity of the research, including the design, conduct, or reporting of the research. These conflicts may be personal (e.g., on the part of investigators or other staff), financial, or organizational (related to the applicant or any subrecipient entity). Some examples of potential investigator (or other personal) conflict situations are those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization would not be given an award to evaluate a project, if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), because the organization in such an instance might appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

ii. In addition, for purposes of this solicitation, each applicant is to address possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

a. If an applicant reasonably believes that no actual or potential apparent conflicts of interest (personal, financial, or organizational) exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. The applicant also is to include an explanation of the specific processes and procedures that the applicant has in place, or will put in place, to identify and prevent (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OR

b. If the applicant has identified actual or potential apparent conflicts of interest (personal, financial, or organizational) that could affect the independence and integrity of the research, including the design, conduct,

or reporting of the research, the applicant is to provide a specific and robust mitigation plan to address each of those conflicts. At a minimum, the applicant is expected to explain the specific processes and procedures that the applicant has in place, or will put in place, to identify and eliminate (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OJP will assess research and evaluation independence and integrity based on considerations such as the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the applicant entity (and any subrecipients) in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

d. Local Governing Body Review

Applicants must submit information via the Certification and Assurances by the Chief Executive (See Appendix A) which documents that the JAG application was made available for review by the governing body of the unit of local government, or by an organization designated by that governing body, for a period that was not less than 30 days before the application was submitted to BJA. The same Chief Executive Certification will also specify that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available. In the past, this has been accomplished via submission of specific review dates; now, OJP will only accept a chief executive's certification to attest to these facts. Units of local government may continue to submit actual dates of review, should they wish to do so, in addition to the submission of the Chief Executive Certification.

How to Apply

An applicant must submit its application through the Grants Management System (GMS), which provides support for the application, award, and management of awards at OJP. Each applicant entity **must register in GMS for each specific funding opportunity** and should **register promptly** to meet the GMS registration deadline for this funding opportunity, especially if this is the first time the applicant is using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmscbt/. An applicant that experiences technical difficulties during this process should email GMS.HelpDesk@usdoj.gov or call 888–549–9901 (option 3), available 24 hours a day, 7 days a week, including on federal holidays. OJP recommends that each applicant **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip." GMS may reject applications with files that use these extensions. It is important to allow time to change the type of file(s) if the application is rejected.

Unique Entity Identifier (DUNS Number) and System for Award Management (SAM)
Every applicant entity must comply with all applicable System for Award Management (SAM) and unique entity identifier (currently, a Data Universal Numbering System [DUNS] number) requirements. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients. A DUNS number is a unique nine-digit identification number provided by the commercial company Dun and Bradstreet. More detailed information about SAM and the DUNS number is in the numbered sections below.

If an applicant entity has not fully complied with the applicable SAM and unique identifier requirements by the time OJP makes award decisions, OJP may determine that the applicant is not qualified to receive an award and may use that determination as a basis for making the award to a different applicant.

If the applicant entity already has an Employer Identification Number (EIN), the SAM registration will take **up to two weeks to process**. If the entity does not have an EIN, then **the applicant should allow two to five weeks for obtaining the information from IRS when requesting the EIN via phone, fax, mail or Internet**. For more information about EIN, visit https://www.irs.gov/individuals/international-taxpayers/taxpayer-identification-numbers-tin.

Registration and Submission Steps
All applicants should complete the following steps:

1. **Acquire a unique entity identifier (DUNS number).** In general, the Office of Management and Budget requires every applicant for a federal award (other than an individual) to include a "unique entity identifier" in each application, including an application for a supplemental award. Currently, a DUNS number is the required unique entity identifier.

   This unique entity identifier is used for tracking purposes, and to validate address and point of contact information for applicants, recipients, and subrecipients. It will be used throughout the life cycle of an OJP award. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866–705–5711 to obtain a DUNS number or apply online at www.dnb.com/. A DUNS number is usually received within 2 business days.

2. **Acquire or maintain registration with SAM.** Any applicant for an OJP award creating a **new** entity registration (or updating or renewing a registration) in SAM.gov must submit an original, signed notarized letter appointing the authorized Entity Administrator within thirty (30) days of the registration activation. **Notarized letters must be submitted via U.S. Postal Service Mail. Read the Alert at www.sam.gov to learn more about what is required in the notarized letter, and read the Frequently Asked Questions (FAQs) at www.gsa.gov/samupdate to learn more about this process change.**

   All applicants for OJP awards (other than individuals) must maintain current registrations in the SAM database. Applicants will need the authorizing official of the organization and an Employer Identification Number (EIN).

   Information about SAM registration procedures can be accessed at https://www.sam.gov/.

3. **Acquire a GMS username and password**. New users must create a GMS profile by selecting the "First Time User" link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt. Previously registered

applicants should ensure, prior to applying, that the user profile information is up-to-date in GMS (including, but not limited to, address, legal name of agency and authorized representative) as this information is populated in any new application.

4. **Verify the SAM (formerly CCR) registration in GMS.** OJP requires each applicant to verify its SAM registration in GMS. Once logged into GMS, click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.

5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select "BJA" and "**FY 18 Edward Byrne Memorial Local Justice Assistance Grant (JAG) Program."**

6. **Register by selecting the "Apply Online" button associated with the funding opportunity title.** The search results from step 5 will display the "funding opportunity" (solicitation) title along with the registration and application deadlines for this solicitation. Select the "Apply Online" button in the "Action" column to register for this solicitation and create an application in the system.

7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once the application is submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges each applicant to submit its application **at least 72 hours prior** to the application due date.

Note: Application Versions
If an applicant submits multiple versions of the same application, OJP will review **only** the most recent system-validated version submitted.

Experiencing Unforeseen GMS Technical Issues
An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline may contact the GMS Help Desk or the SAM Help Desk (Federal Service Desk) at https://www.fsd.gov/fsd-gov/home.do to report the technical issue and receive a tracking number. The applicant must email the NCJRS Response Center identified in the Contact Information section on the title page **within 24 hours after the application deadline** to request approval to submit its application after the deadline. The applicant's email must describe the technical difficulties, and must include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any GMS Help Desk or SAM tracking number(s).

Note: OJP does not automatically approve requests to submit a late application. After OJP reviews the applicant's request, and contacts the GMS Help Desk to verify the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the untimely application submission was due to the applicant's failure to follow all required procedures, OJP will deny the applicant's request to submit its application.

The following conditions generally are insufficient to justify late submissions to OJP solicitations:

- Failure to register in SAM or GMS in sufficient time (SAM registration and renewal can take as long as 10 business days to complete.)
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant's computer or information technology environment such as issues with firewalls

E. Application Review Information

Review Process
OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to help ensure that JAG program-statute requirements have been met.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by applicants. Among other things, to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $150,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System; "FAPIIS").

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant. The evaluation of risks goes beyond information in SAM, however. OJP itself has in place a framework for evaluating risks posed by applicants. OJP takes into account information pertinent to matters such as:

(1) Applicant financial stability and fiscal integrity
(2) Quality of the management systems of the applicant, and the applicant's ability to meet prescribed management standards, including those outlined in the DOJ Grants Financial Guide
(3) Applicant's history of performance under OJP and other DOJ awards (including compliance with reporting requirements and award conditions), as well as awards from other federal agencies
(4) Reports and findings from audits of the applicant, including audits under the (DOJ) Part 200 Uniform Requirements
(5) Applicant's ability to comply with statutory and regulatory requirements, and to effectively implement other award requirements

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices
Award notifications are expected to be made by September 30, 2018. OJP sends award notifications by email through GMS to the individuals listed in the application as the point of contact and the authorizing official. The email notification includes detailed instructions on how to access and view the award documents, and steps to take in GMS to start the award acceptance process. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date.

NOTE: In order to validly accept an award under the FY 2018 JAG Program, a unit of local government (other than an Indian tribal government) must submit to GMS the certification by its chief legal officer regarding compliance with certain federal laws, executed using the forms that appear in Appendices B and C. (The forms also may be downloaded at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm.) Unless the executed certifications either (1) are submitted to OJP together with the signed award document or (2) are uploaded in GMS no later than the day the signed award document is submitted, **OJP will reject as invalid** any submission by a unit of local government (other than an Indian tribal government) that purports to accept an award under this solicitation.

Rejection of an initial submission as an invalid award acceptance is not a denial of the award. Consistent with award requirements, once the unit of local government **does** submit the necessary certification regarding compliance with certain federal laws, the unit of local government **will** be permitted to submit an award document executed by the unit of local government on or after the date of those certifications.

Also, in order for an applicant validly to accept an award under the FY 2018 JAG program, an individual with the necessary authority to bind the applicant will be required to log in; execute a set of legal certifications and a set of legal assurances; designate a financial point of contact; thoroughly review the award, including **all** award conditions; and sign and accept the award. The award acceptance process requires physical signature of the award document by the authorized representative and the scanning of the fully-executed award document (along with the required certifications regarding compliance with certain federal laws, if not already uploaded in GMS) to OJP.

Statutory and Regulatory Requirements; Award Conditions
If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed at the time of award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

Applicants should consult the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards," available in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm. In addition, applicants should examine the

following two legal documents, as each successful applicant must execute both documents in GMS before it may receive any award funds. (An applicant is not required to submit these documents as part of an application.)

- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

- Certified Standard Assurances

The web pages accessible through the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" are intended to give applicants for OJP awards a general overview of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants and cooperative agreements awarded in FY 2018. Individual OJP awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

Individual FY 2018 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the "program or activity" that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
  (1) communication to/from the Department of Homeland Security ("DHS") of information regarding the citizenship or immigration status of any individual; and
  (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).

- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).

- Not to violate, or aid or abet any violation of, 8 U.S.C. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal, harbor, or shield from detection, or attempt to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts … "or aid or abet the commission of any of the preceding acts").

- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released") and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours' advance notice to DHS regarding the

scheduled release date and time of an alien in the recipient's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.

- Not to impede the exercise by DHS agents, "anywhere in or outside the United States" (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," specifically by requiring such recipients to permit DHS agents to have access to any correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized requests from DHS that is encompassed by these conditions, will be allowable costs under the award.

General Information about Post-federal Award Reporting Requirements
In addition to the deliverables described in Section A. Program Description, any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Awards that exceed $500,000 will include an additional condition that, under specific circumstances, will require the recipient to report (to FAPIIS) information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either the OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Additional information on this reporting requirement appears in the text of the award condition posted on the OJP website at: https://ojp.gov/funding/FAPIIS.htm.

Data on performance measures. In addition to required reports, each award recipient also must provide data that measure the results of the work done under the award. To demonstrate program progress and success, as well as to assist DOJ with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111–352, OJP will require any award recipient, post award, to provide accountability metrics data as part of regular progress reporting. Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at https://bjapmt.ojp.gov. The accountability measures are available at: https://bjapmt.ojp.gov/help/jagdocs.html. (Note: if a law enforcement agency receives JAG funds from a state, the state must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.) Successful applicants will be required to access OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

OJP may restrict access to award funds if a recipient of an OJP award fails to report the required accountability metrics data in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page.

For contact information for GMS, see the title page.

H. Other Information

Freedom of Information Act and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)
All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request pursuant to FOIA if DOJ determines that the responsive information either is protected under the Privacy Act or falls within the scope of one of nine statutory exemptions under FOIA. DOJ cannot agree in advance of a request pursuant to FOIA not to release some or all portions of an application.

In its review of records that are responsive to a FOIA request, OJP will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets, and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, OJP will request the views of the applicant/recipient that submitted a responsive document.

For example, if OJP receives a request pursuant to FOIA for an application submitted by a nonprofit or for-profit organization or an institution of higher education, or for an application that involves research, OJP typically will contact the applicant/recipient that submitted the application and ask it to identify—quite precisely—any particular information in the application that applicant/recipient believes falls under a FOIA exemption, the specific exemption it believes applies, and why. After considering the submission by the applicant/recipient, OJP makes an independent assessment regarding withholding information. OJP generally follows a similar process for requests pursuant to FOIA for applications that may contain law-enforcement sensitive information.

Provide Feedback to OJP
To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This email is for feedback and suggestions only. OJP does **not** reply to messages it receives in this mailbox. A prospective applicant that has specific questions on any program or technical aspect of the solicitation **must** use the appropriate telephone number or email listed on the front of this solicitation document to obtain information. These contacts are provided to help ensure that prospective applicants can directly reach an individual who can address specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your résumé to ojpprsupport@usdoj.gov. (Do not send your résumé to the OJP Solicitation Feedback email account.) **Note:** Neither you nor anyone else from your organization or entity can be a

peer reviewer in a competition in which you or your organization/entity has submitted an application.

Appendix A

Certifications and Assurances by the Chief Executive of the Applicant Government

Template for use by chief executive of the unit of local government (e.g., the mayor)

Visit https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm to download the most up-to-date version.

Note: By law, for purposes of the JAG Program, the term “unit of local government ” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (34 U.S.C. §§ 10151-10158); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.

7. I have examined certification entitled "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)

8. I have examined certification entitled "State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1357(a), & 1366(1) & (3)" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

Appendix B

State or Local Government:

Certification of Compliance with 8 U.S.C. §§ 1373 and 1644

Template for use by the chief legal officer of the unit of local government (e.g., the city attorney)

Visit https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm to download the most up-to-date version.

Note: This Certification is not required by Indian tribal government applicants.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition … and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.

(4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—

(a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and

(b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.

(6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. § 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction	Printed Name of Chief Legal Officer
Date of Certification	Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: **Byrne Justice Assistance Grant (JAG) Program: Local**

Appendix C

State or Local Government:

Certification of Compliance with 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), and 1366(1) & (3)

Template for use by chief legal officer of the unit of local government (e.g., the city attorney)

Visit https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm to download the most up-to-date version.

Note: This Certification is not required by Indian tribal government applicants.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), & 1366(1) & (3)

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the unit of local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

2. I have carefully reviewed each of the following sections of title 8, United States Code:

   a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
   b. § 1231(a)(4) (federal government may not "remove an alien who is sentenced to imprisonment until the alien is released from imprisonment");
   c. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal[], harbor[], or shield[] from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts … or aid[] or abet[] the commission of any of the preceding acts");
   d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (*see* 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
   e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing … (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").

3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to violate, or to aid or abet any violation of, 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) & (3) or 8 U.S.C. § 1226(a) & (c).

4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—

   a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
   b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) & (c), 1324(a), 1357(a), & 1366(1) & (3) that are described in ¶ 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.

6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1366(1) & (3); or (4) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) & (c).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including associated certifications, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction	Printed Name of Chief Legal Officer
Date of Certification	Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below

FY 2018 OJP Program: **Byrne Justice Assistance Grant (JAG) Program: Local**

Appendix D

Certain relevant federal laws, as in effect on June 7, 2018

8 U.S.C. § 1373

Communication between government agencies and the Immigration and Naturalization Service

(a) In general

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

(b) Additional authority of government entities

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

(1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.

(2) Maintaining such information.

(3) Exchanging such information with any other Federal, State, or local government entity.

(c) Obligation to respond to inquiries

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

8 U.S.C. § 1644

Communication between State and local government agencies and Immigration and Naturalization Service

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

8 U.S.C. § 1226(a) & (c)

Apprehension and detention of aliens

(a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

(1) may continue to detain the arrested alien; and
(2) may release the alien on--
(A) bond of at least $1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
(B) conditional parole; but
(3) may not provide the alien with work authorization (including an “employment authorized” endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

***

(c) Detention of criminal aliens

(1) Custody

The Attorney General shall take into custody any alien who--

(A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
(B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
(C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence1 to a term of imprisonment of at least 1 year, or
(D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release

The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

8 U.S.C. § 1231(a)(4)

(a) Detention, release, and removal of aliens ordered removed

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4) Aliens imprisoned, arrested, or on parole, supervised release, or probation

(A) In general

Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or

ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

(C) Notice

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

(D) No private right

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

8 U.S.C. § 1324(a)

Bringing in and harboring certain aliens

(a) Criminal penalties

(1)(A) Any person who—

i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;

ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;

iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or

v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or

vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).

(B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—

I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;

II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;

III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and

IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.

(C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs-

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of-

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of

subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

(i) is an unauthorized alien (as defined in section 1324a(h)(3) of this title), and

(ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

(A) the offense was part of an ongoing commercial organization or enterprise;

(B) aliens were transported in groups of 10 or more; and

(C)(i) aliens were transported in a manner that endangered their lives; or

(ii) the aliens presented a life-threatening health risk to people in the United States.

8 U.S.C. § 1357(a)

Powers of immigration officers and employees

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

(1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;

(2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;

(3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;

(4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and

(5) to make arrests-

(6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

(7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,

(8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

8 U.S.C. § 1366(1) & (3)

Annual report on criminal aliens

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

(1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

***

(3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

***.

Appendix E

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

(3) If yes to either:
- Please provide a copy of each law or policy;
- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Appendix F

Additional purposes for which JAG funds awarded to a state under this FY 2018 solicitation may be used:

(a) To enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq., to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by means including providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—

(1) demand-reduction education programs in which law enforcement officers participate;

(2) multi-jurisdictional task-force programs that integrate federal, state, and local drug-law-enforcement agencies and prosecutors for the purpose of enhancing inter-agency co-ordination and intelligence, and facilitating multi-jurisdictional investigations;

(3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;

(4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;

(5) disrupting illicit commerce in stolen goods and property;

(6) improving the investigation and prosecution of white-collar crime, organized crime, public-corruption crimes, and fraud against the government, with priority attention to cases involving drug-related official corruption;

(7)(A) improving the operational effectiveness of law enforcement through the use of crime-analysis techniques, street-sales enforcement, schoolyard-violator programs, and gang-related and low-income-housing drug-control programs; and

(B) developing and implementing anti-terrorism plans for deep-draft ports, international airports, and other important facilities;

(8) career-criminal prosecution programs, including the development of proposed model drug-control legislation;

(9) financial investigative programs that target the identification of money-laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information-sharing systems;

(10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender, and judicial resources, and implementing court-delay-reduction programs;'

(11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive-supervision programs, and long-range corrections and sentencing strategies;

(12) providing prison-industry projects designed to place inmates in a realistic working and training environment that will enable them to acquire

marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs that identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs that provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug-control technology, such as pretrial drug-testing programs, programs that provide for the identification, assessment, referral to treatment, case-management and monitoring of drug-dependent offenders, and enhancement of state and local forensic laboratories; and

(B) developing programs to improve **criminal justice** information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations;

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

(18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;

(19) drug-control evaluation programs that the state and units of local government may utilize to evaluate programs and projects directed at state drug-control activities;

(20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;

(21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;

(22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;

(23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles, in courts with jurisdiction over adults, for the crimes of—

(A) murder in the first degree;
(B) murder in the second degree;
(C) attempted murder;
(D) armed robbery when armed with a firearm;
(E) aggravated battery or assault when armed with a firearm;
(F) criminal sexual penetration when armed with a firearm; and
(G) drive-by shootings as described 18 U.S.C. § 36;

(24) law-enforcement and prevention programs relating to gangs or to youth who are involved or at risk of involvement in gangs;

(25) developing or improving, in a forensic laboratory, a capability to analyze DNA for identification purposes; and

(26) developing and implementing anti-terrorism training programs and procuring equipment for use by local law-enforcement authorities; and

(b) To reduce crime and improve public safety, including but not limited to, the following:

(1)(A) hiring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel;

(B) paying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel; and

(C) procuring equipment, technology, and other material directly related to basic law-enforcement functions;

(2) enhancing security measures—

(A) in and around schools; and

(B) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime;

(3) establishing crime-prevention programs that may, though not exclusively, involve law-enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood-watch and citizen-patrol programs, sexual-assault and domestic-violence programs, and programs intended to prevent juvenile crime;

(4) establishing or supporting drug courts;

(5) establishing early-intervention and -prevention programs for juveniles, in order to reduce or eliminate crime;

(6) enhancing the adjudication process of cases involving violent offenders, including violent juvenile offenders;

(7) enhancing programs under **(a)**, above;

(8) establishing co-operative task forces between adjoining units of local government to work co-operatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug- or gang-related involvement; and

(9) establishing a multi-jurisdictional task force, particularly in rural areas, composed of law-enforcement officials representing units of local government, that works with Federal law-enforcement officials to prevent and control crime.

Appendix G
Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program:

FY 2018 Local Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:
_____ Acquire a DUNS Number (see page 31)
_____ Acquire or renew registration with SAM (see page 32)
To Register with GMS:
_____ For new users, acquire a GMS username and password* (see page 32)
_____ For existing users, check GMS username and password* to ensure account access (see page 32)
_____ Verify SAM registration in GMS (see page 32)
_____ Search for correct funding opportunity in GMS (see page 32)
_____ Select correct funding opportunity in GMS (see page 32)
_____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 32)
_____ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see page 17)
_____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see pages 2 and 33)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

_____ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards" in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

Scope Requirement:

_____ The federal amount requested is within the allowable limit(s) of the FY 2018 JAG Allocations List as listed on BJA's JAG web page.

Eligibility Requirement: Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of

a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes.

What an Application Should Include:

_____ Application for Federal Assistance (SF-424) (see page 19)
_____ Intergovernmental Review (see page 19)
_____ Project Identifiers (see page 19)
_____ Program Narrative (see page 20)
_____ Budget Detail Worksheet (see page 21)
_____ Budget Narrative (see page 22)
_____ Indirect Cost Rate Agreement (if applicable) (see page 25)
_____ Tribal Authorizing Resolution (if applicable) (see page 26)
_____ Financial Management and System of Internal Controls Questionnaire (see page 26)
_____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 27)
_____ Certifications and Assurances by Chief Executive (see page 27)
_____ Certification of Compliance with 8 U.S.C. § 1373 by Chief Legal Officer (Note: this requirement does not apply to Indian tribal governments.) (see page 27)
_____ OJP Certified Standard Assurances (see pages 39–44)

Additional Attachments

_____ Applicant Disclosure of Pending Applications (see page 28)
_____ Research and Evaluation Independence and Integrity (if applicable) (see page 29)

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. I have examined the certification entitled "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I certify that I have no reason to believe that certification to be false or otherwise incorrect. (This provision is not applicable to Indian tribal government applicants.)

8. I have examined the certification entitled "State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3)" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I certify that I have no reason to believe that certification to be false or otherwise incorrect. (This provision is not applicable to Indian tribal government applicants.)

_____	_____
Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Jeff Bergosh	Chairman
Printed Name of Chief Executive	Title of Chief Executive

Escambia County Florida

Name of Applicant Unit of Local Government

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:_____
DEPUTY CLERK

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3)

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the unit of local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

2. I have carefully reviewed each of the following sections of title 8, United States Code:

   a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");

   b. § 1231(a) (providing that a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien incarcerated by a State or local government, or by the federal government, from the United States generally "begins" no later than "the date the alien is released from detention or confinement"; and providing that the federal government may not "remove an alien [including "an alien in the custody of a State (or a political subdivision of a State)"] who is sentenced to imprisonment until the alien is released from imprisonment");

   c. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal[], harbor[], or shield[] from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts … or aid[] or abet[] the commission of any of the preceding acts");

   d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (*see* 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and

   e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing … (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").

3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to violate, or to aid or abet any violation of, 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) & (3) or 8 U.S.C. § 1226(a) & (c).

4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):

   a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and

   b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3) that are described in paragraph 2 of this certification, whether imposed by a State or local government entity, -agency, or -official.

6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); or (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) or (c), 8 U.S.C. § 1231(a), or 8 U.S.C. § 1366(1) or (3).

	Alison Rogers
Signature of Chief Legal Officer of the Jurisdiction	Printed Name of Chief Legal Officer
	County Attorney
Date of Certification	Title of Chief Legal Officer of the Jurisdiction

Escambia County Florida

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: **Byrne Justice Assistance Grant (JAG) Program: Local**

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2018 Certification of Compliance With 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information regarding citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition … and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.

(4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):

(a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and

(b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.

(6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

	Alison Rogers
Signature of Chief Legal Officer of the Jurisdiction	Printed Name of Chief Legal Officer
	County Attorney
Date of Certification	Title of Chief Legal Officer of the Jurisdiction

Escambia County Florida

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: **Byrne Justice Assistance Grant (JAG) Program: Local**

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-14935 **Clerk & Comptroller's Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 10/04/2018
Issue: TDT Collection Data for the July 2018 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the July 2018 Returns Received in August 2018

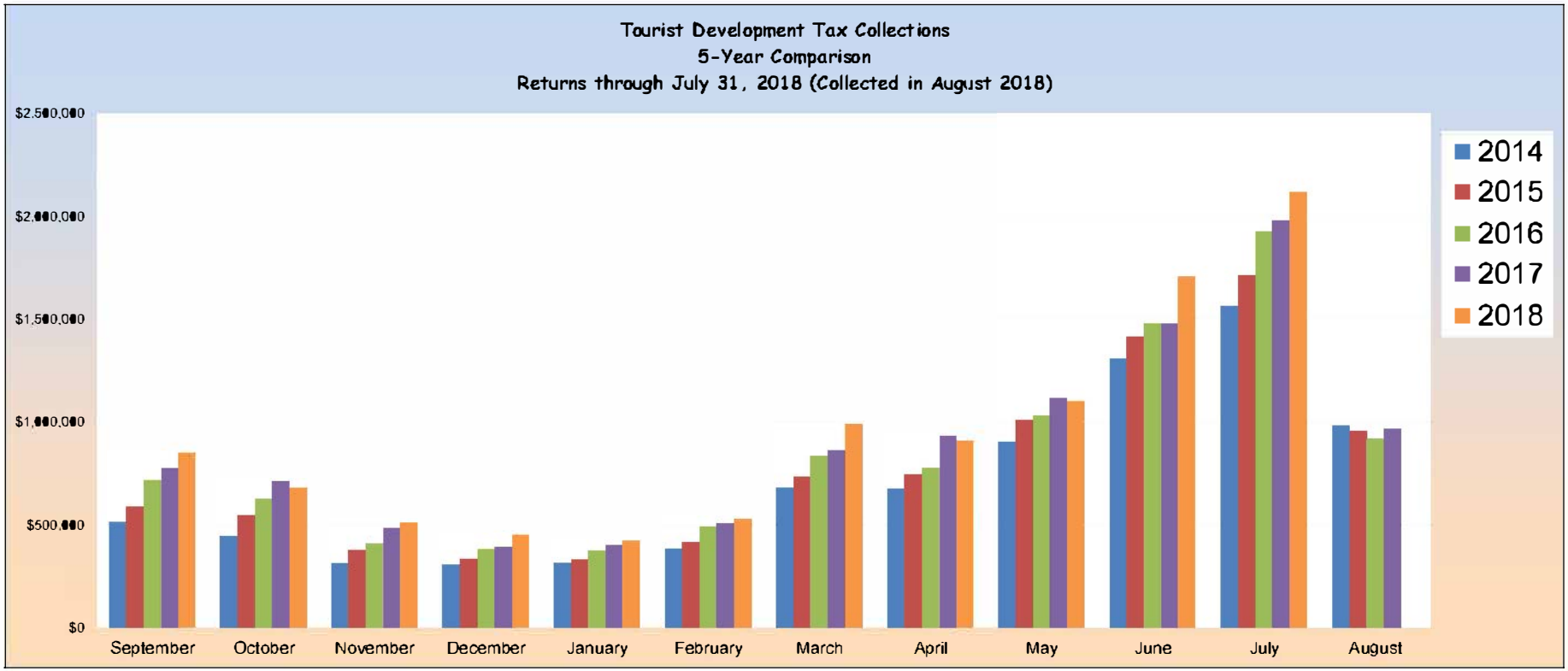
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2018 returns received in the month of August 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2018; total collections for the month of July 2018 returns was $2,116,558.23; this is a 6.93% increase over the July 2017 returns; total collections year to date are 6.51% more than the comparable timeframe in Fiscal Year 2017.

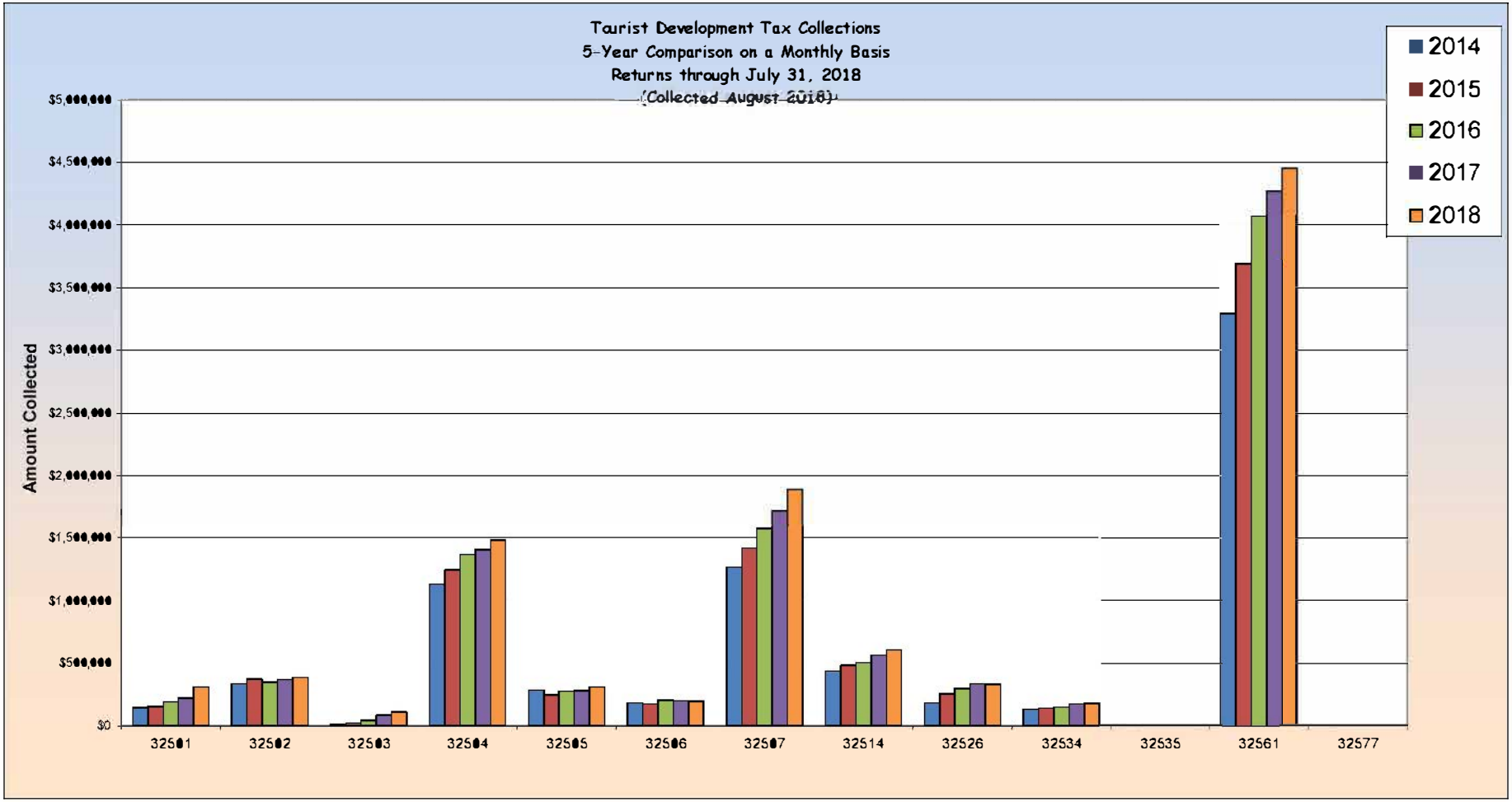
Attachments

July 2018 TDT Collections Received in August

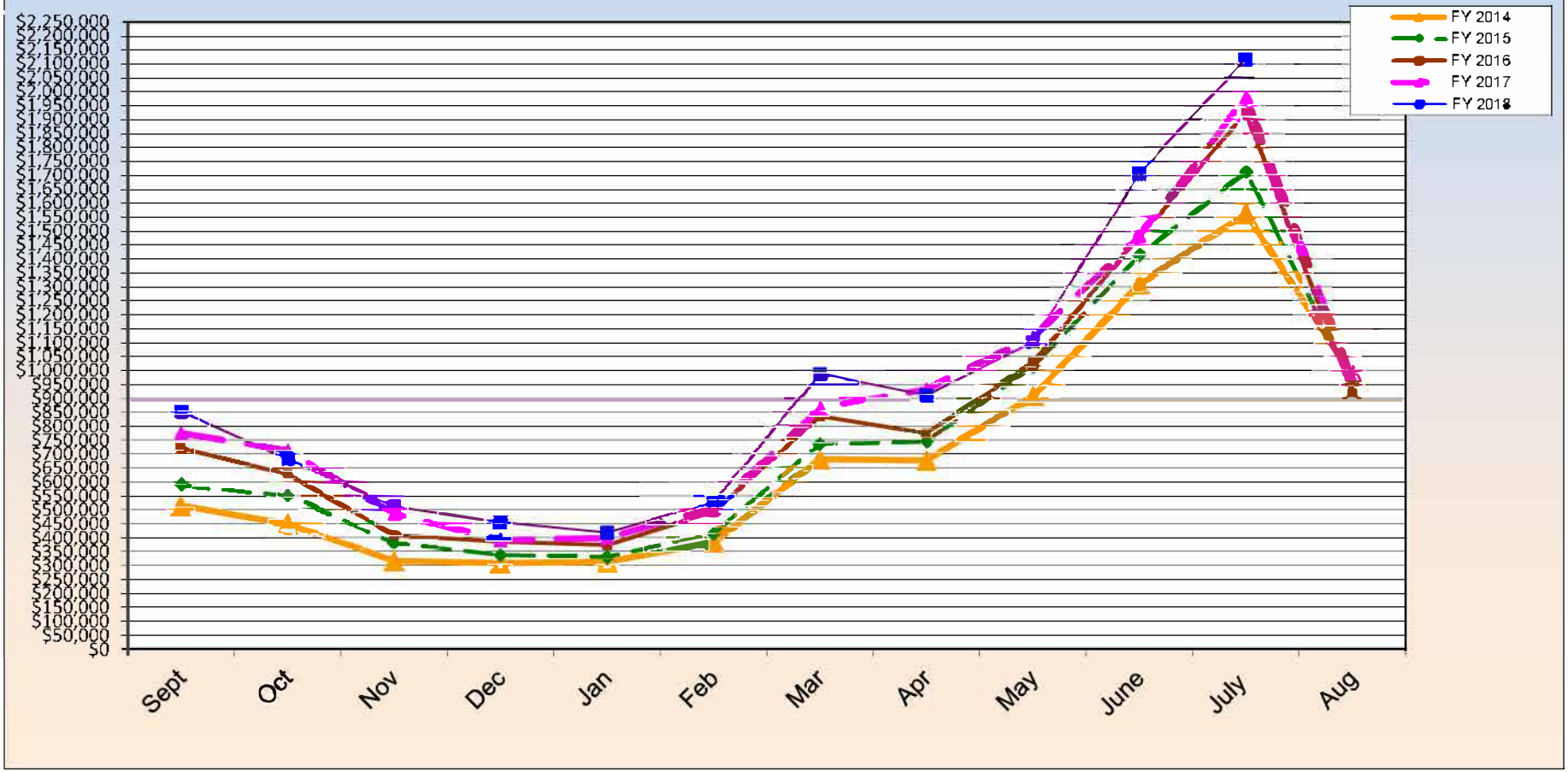
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF AUGUST 2018

Zip Code	Fiscal Year 2018 YTD Collected	Fiscal Year 2017 YTD Collected	Difference	% Change
32501	310,021	220,680	89,341	40%
32502	388,812	370,969	17,843	5%
32503	111,788	87,284	24,504	28%
32504	1,480,923	1,404,703	76,220	5%
32505	312,191	279,914	32,277	12%
32506	195,304	202,165	(6,861)	-3%
32507	1,887,294	1,716,369	170,924	10%
32514	606,375	564,922	41,453	7%
32526	330,709	335,937	(5,228)	-2%
32534	179,310	176,032	3,278	2%
32535	1,381	1,624	(243)	-15%
32561	4,453,759	4,270,922	182,837	4%
32562	-	-	-	0%
32577	438	168	269	160%
Total	**$ 10,258,304**	**$ 9,631,691**	626,613	**7%**


Tourist Development Tax Collections
5-Year Comparison
Returns through July 31, 2018 (Collected in August 2018)
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2014
2015
2016
2017
2018


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through July 31, 2018
(Collected August 2018)
2014
2015
2016
2017
2018
Amount Collected
$5,000,000
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2014 - FY 2018
Returns through July 31, 2018 (Collected in August 2018)



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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/17	20,189	2%	33,110	4%	8,054	1%	127,370	15%	26,827	3%
11/17	15,305	2%	30,151	4%	7,908	1%	112,522	17%	16,690	2%
12/17	15,278	3%	26,266	5%	7,092	1%	103,569	20%	15,923	3%
01/18	14,881	3%	22,042	5%	7,184	2%	93,898	21%	18,961	4%
02/18	16,581	4%	20,599	5%	6,278	2%	93,500	22%	17,664	4%
03/18	23,638	5%	27,222	5%	7,113	1%	99,293	19%	21,179	4%
04/18	34,008	3%	38,474	4%	11,949	1%	152,410	15%	34,756	4%
05/18	34,862	4%	40,502	4%	11,202	1%	142,785	16%	31,626	3%
06/18	34,292	3%	40,063	4%	12,965	1%	152,719	14%	35,518	3%
07/18	48,038	3%	51,902	3%	14,956	1%	189,236	11%	42,120	2%
08/18	52,947	3%	58,481	3%	17,086	1%	213,620	10%	50,925	2%
Total	$ 310,021	3%	$ 388,812	4%	$ 111,788	1%	$ 1,480,923	14%	$ 312,191	3%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/17	17,729	2%	141,510	17%	48,279	6%	28,141	3%	16,787	2%
11/17	14,116	2%	117,580	17%	45,400	7%	25,079	4%	13,812	2%
12/17	12,723	2%	58,984	12%	41,547	8%	24,823	5%	11,206	2%
01/18	10,887	2%	44,414	10%	38,809	9%	24,691	5%	10,404	2%
02/18	10,328	2%	59,924	14%	39,584	9%	22,010	5%	10,365	2%
03/18	11,701	2%	85,625	16%	39,610	8%	22,481	4%	11,745	2%
04/18	18,397	2%	167,734	17%	62,926	6%	33,533	3%	19,546	2%
05/18	18,378	2%	135,773	15%	58,839	6%	32,623	4%	17,144	2%
06/18	20,256	2%	200,553	18%	65,249	6%	31,913	3%	18,518	2%
07/18	28,979	2%	430,950	25%	78,631	5%	40,285	2%	23,202	1%
08/18	31,811	2%	444,248	21%	87,501	4%	45,131	2%	26,579	1%
Total	$ 195,304	2%	$ 1,887,294	18%	$ 606,375	6%	$ 330,709	3%	$ 179,310	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/17	138	0%	383,626	45%	-	0%	16	0%	851,777	100%
11/17	186	0%	281,499	41%	-	0%	50	0%	680,298	100%
12/17	200	0%	192,757	38%	-	0%	35	0%	510,405	100%
01/18	88	0%	167,637	37%	-	0%	17	0%	453,912	100%
02/18	-	0%	120,225	29%	-	0%	-	0%	417,058	100%
03/18	304	0%	174,793	33%	-	0%	33	0%	524,739	100%
04/18	171	0%	412,832	42%	-	0%	85	0%	986,822	100%
05/18	173	0%	386,040	42%	-	0%	64	0%	910,012	100%
06/18	120	0%	490,083	44%	-	0%	60	0%	1,102,309	100%
07/18	-	0%	756,088	44%	-	0%	29	0%	1,704,415	100%
08/18	-	0%	1,088,179	51%	-	0%	49	0%	2,116,558	100%
Total	$ 1,381	0%	$ 4,453,759	43%	$ -	0%	$ 438	0%	$ 10,258,304	

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/16	19,380	3%	28,706	4%	7,582	1%	107,704	14%	18,717	2%
11/16	16,302	2%	29,923	4%	6,327	1%	113,135	16%	19,922	3%
12/16	14,867	3%	25,670	5%	5,411	1%	99,858	21%	16,651	3%
01/17	12,246	3%	20,593	5%	4,367	1%	80,988	21%	15,052	4%
02/17	12,855	3%	20,184	5%	4,061	1%	88,341	22%	16,726	4%
03/17	16,219	3%	26,153	5%	5,274	1%	95,993	19%	19,123	4%
04/17	20,894	2%	35,754	4%	8,948	1%	145,212	17%	31,829	4%
05/17	20,380	2%	38,255	4%	7,697	1%	141,063	15%	27,182	3%
06/17	24,674	2%	43,047	4%	9,951	1%	160,413	14%	31,577	3%
07/17	26,982	2%	44,728	3%	12,068	1%	167,378	11%	36,214	2%
08/17	35,881	2%	57,956	3%	15,598	1%	204,620	10%	46,920	2%
Total	$ 220,680	2%	$ 370,969	4%	$ 87,284	1%	$ 1,404,703	15%	$ 279,914	3%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/16	14,090	2%	127,016	16%	40,876	5%	26,793	3%	11,880	2%
11/16	17,582	2%	111,916	16%	39,351	6%	26,474	4%	12,889	2%
12/16	11,410	2%	53,079	11%	39,610	8%	24,256	5%	11,841	2%
01/17	8,637	2%	40,510	10%	35,625	9%	23,062	6%	11,310	3%
02/17	12,085	3%	52,690	13%	37,083	9%	23,259	6%	12,137	3%
03/17	13,158	3%	70,759	14%	40,304	8%	30,673	6%	13,739	3%
04/17	21,455	2%	129,291	15%	62,062	7%	31,662	4%	19,449	2%
05/17	19,189	2%	143,419	15%	57,860	6%	31,242	3%	17,208	2%
06/17	21,821	2%	185,667	17%	67,355	6%	35,058	3%	19,374	2%
07/17	26,518	2%	356,906	24%	69,676	5%	37,343	3%	20,365	1%
08/17	36,222	2%	445,116	22%	75,121	4%	46,114	2%	25,840	1%
Total	$ 202,165	2%	$ 1,716,369	18%	$ 564,922	6%	$ 335,937	3%	$ 176,032	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/16	105	0%	371,593	48%	-	0%	100	0%	774,538	100%
11/16	229	0%	316,293	45%		0%		0%	710,343	100%
12/16	135	0%	180,363	37%	-	0%		0%	483,151	100%
01/17	75	0%	137,912	35%	-	0%		0%	390,380	100%
02/17	135	0%	118,318	30%	-	0%		0%	397,875	100%
03/17	126	0%	172,429	34%	-	0%		0%	503,949	100%
04/17	191	0%	355,829	41%	-	0%	68	0%	862,643	100%
05/17	191	0%	427,495	46%		0%		0%	931,179	100%
06/17	148	0%	519,609	46%		0%		0%	1,118,695	100%
07/17	136	0%	681,271	46%	-	0%	-	0%	1,479,585	100%
08/17	154	0%	989,810	50%	-	0%	-	0%	1,979,352	100%
Total	$ 1,624	0%	$ 4,270,922	44%	$ -	0%	$ 168	0%	$ 9,631,691	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	277,444	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905	638,833
NOV	OCT	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757	510,223
DEC	NOV	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	362,364	382,803
JAN	DEC	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	292,783	340,434
FEB	JAN	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	298,406	312,794
MAR	FEB	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	377,962	393,554
APR	MAR	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572	646,982	740,116
MAY	APR	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106	698,384	682,509
JUN	MAY	387,513	417,285	510,038	542,048	601,927	679,428	759,528	771,756	839,021	826,731
JUL	JUN	598,667	510,928	708,757	876,396	946,229	982,133	1,059,211	1,109,041	1,109,689	1,278,312
AUG	JUL	714,120	535,005	871,107	930,410	1,021,761	1,170,208	1,283,566	1,440,991	1,484,514	1,587,419
	TOTAL	**$ 3,591,573**	**$ 3,418,258**	**$ 4,356,228**	**$ 4,836,500**	**$ 5,218,992**	**$ 5,556,420**	**$ 6,156,741**	**$ 6,778,081**	**$ 7,223,768**	**$ 7,693,728**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	92,482	91,634	107,283	114,546	132,767	128,403	147,425	179,922	193,635	212,944
NOV	OCT	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	177,586	170,074
DEC	NOV	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	120,788	127,601
JAN	DEC	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	97,594	113,478
FEB	JAN	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	99,469	104,265
MAR	FEB	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	125,987	131,185
APR	MAR	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857	215,661	246,706
MAY	APR	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369	232,795	227,503
JUN	MAY	129,171	139,095	170,013	180,683	200,642	226,476	253,176	257,252	279,674	275,577
JUL	JUN	199,556	170,309	236,252	292,132	315,410	327,378	353,070	369,680	369,896	426,104
AUG	JUL	238,040	178,335	290,369	310,137	340,587	390,069	427,855	480,330	494,838	529,140
TOTAL		**$1,197,191**	**$1,139,419**	**$1,452,076**	**$1,612,167**	**$1,739,664**	**$1,852,140**	**$2,052,247**	**$2,259,361**	**$2,407,923**	**$2,564,576**

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-14946 **Clerk & Comptroller's Report 10. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 10/04/2018
Issue: August 2018 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the August 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended August 31, 2018, as required by Ordinance Number 95-13; on August 31, 2018, the portfolio market value was $357,584,661 and portfolio earnings totaled $618,784 for the month; the short-term portfolio yield 1.87%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.01%; the long-term CORE portfolio achieved a yield of 2.63%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.64%.

Attachments

August 2018 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

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

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

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

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value July 31, 2018	Market Value August 31, 2018
Bank Accounts	23,450,020	19,237,172
Money Market Accounts	39,009,222	39,047,115
Local Government Investment Pools*	76,428,482	79,173,348
Local Government Investment Pools**	70,365,558	70,592,726
Certificates of Deposit	60,138,386	60,518,473
Money Market Mutual Fund	943,860	272,190
U.S. Treasury Bond/Notes	39,133,018	39,222,736
Federal Agency Bond/Note	27,469,170	25,816,511
Municipal Bonds	3,895,458	3,898,050
Corporate Notes	19,757,511	19,806,341
Total Portfolio Assets:	$360,590,683	$357,584,661
Current Month Earnings:	**$434,861**	**$618,784**
Fiscal Year to Date Earnings:	**$3,363,019**	**$3,981,817**

**FL PRIME, FLCLASS, FL-FIT*
***FL TRUST*

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	July 31, 2018	August 31, 2018
Market Value	**$269,391,667**	**$268,568,835**
Short Term Portfolio Yield:	**1.65%**	**1.87%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	1.97%	2.01%
Fiscal YTD Earnings:	**$2,131,804**	**$2,641,067**

LONG TERM CORE PORTFOLIO:	July 31, 2018	August 31, 2018
Market Value	**$91,199,016**	**$89,015,827**
CORE Portfolio Yield to Maturity at Market:	**2.67%**	**2.63%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.71%	2.64%
CORE Portfolio Total Return:	**0.07%**	**0.36%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.09%	0.43%
Effective Duration (Years)	**1.88**	**1.84**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.56	2.54
Fiscal YTD Earnings:	**$1,231,216**	**$1,340,750**

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

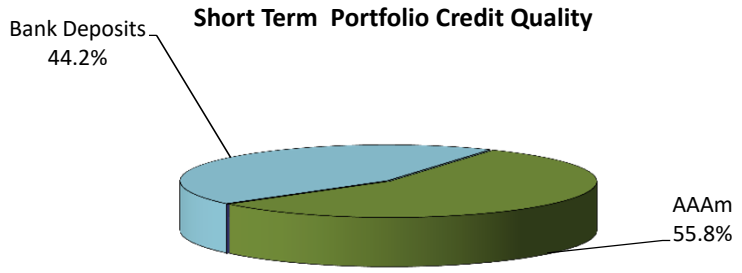
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 19,237,172	7.2%
Money Market Accounts	39,047,115	14.5%
Certificates of Deposit	60,518,473	22.5%
Local Government Investment Pools*	79,173,348	29.5%
Local Government Investment Pools**	70,592,726	26.3%
Total Short Term Portfolio Assets:	**$ 268,568,835**	100.0%

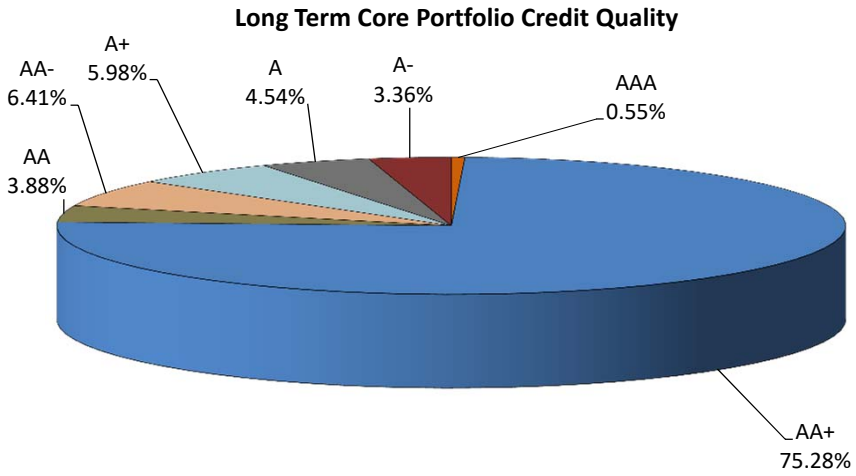
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 39,222,736	44.1%
Federal Agency Bond / Note	25,816,511	29.0%
Municipal Obligations	3,898,050	4.4%
Corporate Note	19,806,341	22.3%
Money Market Mutual Fund - Federated Government	272,190	0.3%
Total Long Term Core Portfolio Assets:	**$ 89,015,827**	**100.0%**



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

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	39,222,736	11.0%	100%	Yes
Federal Instrumentalities	25,816,511	7.2%	50%	Yes
Local Government Investment Pools	149,766,075	41.9%	75%	Yes
Certificates of Deposit	60,518,473	16.9%	50%	Yes
Savings Accounts	39,047,115	10.9%	50%	Yes
Corporate Notes	19,806,341	5.5%	25%	Yes
State and/or Local Government Debt	3,898,050	1.1%	25%	Yes
Bank Accounts - Bank of America	19,237,172	5.38%	100%	Yes
Money Market Mutual Fund	272,190	0.1%	50%	Yes
Total Investment Holdings	**$ 357,584,661**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	995,686	0.3%	5%	Yes
American Honda Finance	411,916	0.1%	5%	Yes
Bank Accounts - Bank of America	19,237,172	5.4%	100%	Yes
BBVA Compass	25,255,617	7.1%	15%	Yes
Centennial Bank	30,169,034	8.4%	15%	Yes
Caterpillar INC	734,400	0.2%	5%	Yes
Cisco Systems Inc.	1,996,932	0.6%	5%	Yes
City of New York	1,690,174	0.5%	5%	Yes
Coca-Cola Company	315,868	0.1%	5%	Yes
Deere & Company	1,160,335	0.3%	5%	Yes
Exxon Mobil Corporate Notes	996,610	0.3%	5%	Yes
Fannie Mae	8,183,575	2.3%	5%	Yes
Federal Home Loan Bank (FHLB)	13,287,177	3.7%	25%	Yes
Fidelity Institutional Government MMF	272,190	0.1%	25%	Yes
FLCLASS	5,133,826	1.4%	25%	Yes
FL-FIT	14,654,251	4.1%	25%	Yes
Florida Prime (SBA)	59,385,271	16.6%	25%	Yes
Florida Local Government Investment Trust	70,592,726	19.7%	25%	Yes
Freddie Mac	4,345,759	1.2%	25%	Yes
Hancock Bank	12,961,467	3.6%	15%	Yes
Home Depot Inc.	462,292	0.1%	5%	Yes
Intel Corporation	974,452	0.3%	5%	Yes
International Business Machines	972,676	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	984,646	0.3%	5%	Yes
Microsoft Corporate Notes	490,686	0.1%	5%	Yes
Mississippi State	752,651	0.2%	5%	Yes
Oracle Corp	979,545	0.3%	5%	Yes
Pepsico, Inc.	1,024,415	0.3%	5%	Yes
Pfizer Inc Corporate Notes	998,852	0.3%	5%	Yes
Proctor & Gamble Co	639,690	0.2%	5%	Yes

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

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	31,179,470	8.7%	15%	Yes
State of Connecticut	675,995	0.2%	5%	Yes
State Street Corporation	993,797	0.3%	5%	Yes
The Walt Disney Corporation	488,091	0.1%	5%	Yes
Toyota Motor Corp	2,069,836	0.6%	5%	Yes
United Parcel Service Inc.	485,986	0.1%	5%	Yes
United States Treasury Securities	39,222,736	11.0%	100%	Yes
University of WA Taxable Revenue Bonds	779,230	0.2%	5%	Yes
Visa Inc	630,826	0.2%	5%	Yes
Wells Fargo &Company Corporate Notes	998,804	0.3%	5%	Yes
Total Investment Holdings	**$ 357,584,661**	**100.0%**		

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

AI-14964 **Clerk & Comptroller's Report 10. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 10/04/2018
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 2018 Annual Investment Report for Fiscal Year ended September 30, 2018, for the Escambia County Sheriff's Office; and

B. DEP Grant Agreement No. S0705, Change Order No. 002, executed by the Chairman on August 16, 2018, based on the Board's action of July 24, 2014, authorizing the Chairman to sign any subsequent grant-related documents, pending Legal review and sign-off, without further action of the Board.

Attachments

2018 ECSO Annual Investment Report
20140724 CAR II-7

ANNUAL INVESTMENT REPORT

2018



Sheriff David Morgan

FYE 9/30/18

COPY

Table of Contents

- **Investment Policy**
- **Attachment A (List of Public Depositories)**
- **Attachment B (Investment Policy Internal Controls)**
- **Investments**
    - General Fund Interest Income
    - Other Accounts

INVESTMENT POLICY

Escambia County Sheriff's Office

FYE 9/30/18

ESCAMBIA COUNTY SHERIFF'S OFFICE

Pensacola, Florida

David Morgan, Sheriff

General Order	Subject: Investment Policy			Number: 345
Issue Date: 12/04/2009	Effective Date: 05/24/2016	Review Date: 05/2017	Review Responsibility: **Sheriff** **Chief Deputy** **Chief Financial Officer**	
Distribution Code: **All Members**	Rescinds:		Amended: 02/20/2014	
Related Documents:				
CFA Reference:				

PURPOSE: The purpose of this general order is to prescribe procedures for the investing of surplus funds held by the Escambia County Sheriff's Office.

POLICY: All surplus funds that are held by or for the Escambia County Sheriff's Office will be invested in such a manner so that certain objectives are achieved, in particular the safety of the principle invested and the liquidity of the funds that are invested. The investment of these funds is governed by Florida Statute.

PROCEDURE:

345.1
Investment Objectives

1. When surplus funds are invested, each investment opportunity will follow certain objectives. These objectives are, in order of priority:

   a. Safety - Funds entrusted to the Sheriff represent funds belonging to the people of Escambia County. Therefore, the primary objective of this investment policy is to provide for the protection of investment capital.

   b. Liquidity - The Sheriff's Office portfolio will provide sufficient liquidity so that funds are available for timely satisfaction of financial obligations.

   c. Return on investment - Within safety and liquidity limitations, a reasonable rate of return should be obtained on Sheriff's Office investments.

2. The performance of the Escambia County Sheriff's Office investments will be compared on an annual basis with the appropriate indices published in a national financial publication. Such indices will be selected by the Chief Financial Officer to reflect returns on investments with a minimum of risk.

345.2
Prudence and Ethical Standard

It is imperative that certain standards be established and followed concerning the investment of funds held by the Sheriff. Of those standards, the prudent person standard is defined as follows:

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

2. Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper conduct of the investment program, or which could impair their ability to make impartial investment decisions. In addition, those persons will disclose to the Sheriff any material of financial interest or personal relationship which could cause a conflict of interest.

345.3
Authorized Investments

1. The Local Government Surplus Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, F.S.S. 163.01.

2. Security and Exchange registered money market funds with the highest credit quality rating from a recognized rating agency.

3. Saving accounts in state-certified depositories, as defined in F.S.S. 280.02(16)

4. Certificates of Deposit in a state certified depository.

5. Notes, Bonds, T-Bills, or other direct obligations of the United States Treasury.

6. Federal agencies and instruments.

7. Repurchase agreements.

8. Prior to investing in any derivative product or reverse repurchase agreement, the Chief Financial Officer will review the provisions of F.S.S. 218.415(5).

345.4
Maturity and Liquidity Requirements

The investment portfolio will be constructed in such a manner as to provide sufficient liquidity to pay obligations as they become due. To the extent possible, investment maturities will be matched with known cash needs and anticipated cash flow.

345.5
Portfolio Composition and Diversification

Prudent investing necessitates that the portfolio be diversified as to instruments and dealers. Investments will be diversified to the extent practical to control risk of loss from over concentration of assets in specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines will be reviewed and, if necessary, revised by the Chief Financial Officer on a periodic basis.

1. The following maximum limits are guidelines for diversification by instrument:

    a. Government Advantage Interest Accounts 100%,

    b. Certificates of Deposit 0%,

    c. Treasury Bills/Notes 0%,

    d. Other United Stated Governmental Agencies 0%,

    e. State investment pool interest bearing accounts (i.e. Savings, NOW) 0%.

2. The Sheriff may revise these guidelines for specific circumstances.

3. Government Advantage Account;

    a. The Government Advantage Account combines the features and conveniences of a full-service demand deposit account with the advantage of paying interest on excess balances. It also offers additional features that simplify operations and may help reduce overhead on cash management and investment activities.

    b. Funds in Government Advantage Accounts are demand deposits, not investments. Therefore, the FDIC insures them for the first $100,000. Additionally, the bank collaterizes the funds in the account to the fullest extent required by state law under Section 280.

c. Interest payments are determined monthly. At the end of each month, the account analysis system computes the average ledger balance, average float, and average positive collected balance. Compensating balances and the balance to offset services rendered are subtracted from the average positive collected balance to arrive at the net balance available amount. (An earnings credit rate equal to the Treasury bill interest rate will be used.) The interest is then paid on the dollars remaining after the service charges are covered. The interest is paid to the account on the 10th of the following month.

345.6
Authorized Investment Institutions and Dealers

The Escambia County Sheriff's Office will only purchase securities from brokers, dealers, or banks that have met certain criteria. Criteria for approval includes but is not limited to:

1. Banks and Savings and Loan Associations must meet requirements as a qualified depository as determined by the State of Florida.

2. Brokers and dealers must be listed on the Federal Reserve Bank of New York as primary government securities dealer.

3. Brokers and dealers must provide certification of having read this policy.

4. Repurchase agreements will be conducted only with principals and not through third parties acting as agents.

345.7
Third Party Custodial Agreements

1. All securities purchased by the Escambia County Sheriff's Office will be properly designated as assets of the Sheriff's Office and may be held in safekeeping by a third party custodial institution.

2. No withdrawal of securities, in whole or part, will be made from safekeeping without authorization of the Chief Financial Officer.

3. The Chief Financial Officer is authorized to execute, on behalf of the Sheriff, third party custodial agreement(s) with banks and other financial institutions. Such agreements may include the following:

   a. Letters of authority from the Sheriff;

   b. Details as to the responsibilities of each party;

   c. Method of notification of security purchases, sales, and delivery;

d. Procedures related to repurchase agreements;

e. Wire transfers;

f. Safekeeping and transaction costs;

g. Procedures in case of wire transfer failure or other mishaps; and

h. A description of the liabilities of each party.

4. Certificates of deposit or other time deposits do not need to be placed with a third party custodian, as they are collateralized through F.S.S. 280.

345.8
Bid Requirements

1. When feasible and appropriate, a competitive bid process will be used.

2. The primary investment instrument used by the Sheriff's Office is the Government Advantage Interest Account, with the principal being the bank balance at the end of a work period. Overall banking services will be by bid.

3. To obtain the best mix of low cost service fees and highest rates of return, various types of accounts may be packaged as a group. This decision will be at the Sheriff's discretion.

4. The group may include both interest bearing and non-interest bearing accounts.

5. Bidding will be done on a 3 to 5 year cycle.

6. Bid scoring will be done using a weighted matrix system for quantitative type answers.

   a. If a clear winner does not emerge, a qualitative analysis will be used to make the final decision.

   b. If a winner did not submit the highest interest rate, an explanation will be attached stating the reason(s) for the final selection.

7. All bids will be retained according to current bidding policy.

345.9
Internal Controls

The Chief Financial Officer will establish and monitor a set of controls designed to protect the Sheriff's Office funds and assure proper accounting and reporting of securities transactions.

345.10
Reporting

The Chief Financial Officer will prepare periodic reports, at least annually, for presentation to the Sheriff and the Board of County Commissioners. The report(s) will include the following:

1. Securities in the portfolio by class or type;
2. Book value;
3. Income earned; and
4. Market value as of date of the report.

Approved

SIGNED ***05/24/2016***

David Morgan, Sheriff **Date**
Escambia County, Florida

ATTACHMENT A

Escambia County Sheriff's Office

FYE 9/30/18

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

FEIN	INSTITUTION	HOME OFFICE LOCATION
161764661	AMERICAN MOMENTUM BANK	COLLEGE STATION, TX
592430369	AMERICAN NATIONAL BANK	OAKLAND PARK, FL
581111076	AMERIS BANK	MOULTRIE, GA
720218544	ANTHEM BANK & TRUST	PLAQUEMINE, LA
651066544	APOLLO BANK	MIAMI, FL
591008568	AXIOM BANK, N.A.	MAITLAND, FL
591485307	BAC FLORIDA BANK	CORAL GABLES, FL
640117230	BANCORPSOUTH BANK	TUPELO, MS
202768792	BANESCO USA	CORAL GABLES, FL
132614394	BANK LEUMI USA	NEW YORK, NY
941687665	BANK OF AMERICA, N.A.	CHARLOTTE, NC
591024375	BANK OF BELLE GLADE	BELLE GLADE, FL
208376899	BANK OF CENTRAL FLORIDA	LAKELAND, FL
591447189	BANK OF TAMPA, THE	TAMPA, FL
591050700	BANK OF THE SOUTH	PENSACOLA, FL
270217289	BANKUNITED, N.A.	MIAMI LAKES, FL
362085229	BMO HARRIS BANK, N.A.	CHICAGO, IL
561074313	BRANCH BANKING AND TRUST COMPANY	WINSTON-SALEM, NC
590153930	BRANNEN BANK	INVERNESS, FL
591479450	BRICKELL BANK	MIAMI, FL
370613731	BUSEY BANK	CHAMPAIGN, IL
640156695	CADENCE BANK, N.A.	BIRMINGHAM, AL
593277398	CAPITAL CITY BANK	TALLAHASSEE, FL
630258819	CCB COMMUNITY BANK	ANDALUSIA, AL
710009885	CENTENNIAL BANK	CONWAY, AR
592979916	CENTERSTATE BANK, N.A.	WINTER HAVEN, FL
205909064	CENTRAL BANK	TAMPA, FL
592664950	CHARLOTTE STATE BANK & TRUST	PORT CHARLOTTE, FL
135266470	CITIBANK, N.A.	SIOUX FALLS, SD
590193780	CITIZENS BANK AND TRUST	FROSTPROOF, FL
590557762	CITIZENS BANK OF FLORIDA	OVIEDO, FL
593018034	CITIZENS FIRST BANK	THE VILLAGES, FL
590828474	CITIZENS STATE BANK	PERRY, FL
591297458	CITY NATIONAL BANK OF FLORIDA	MIAMI, FL
590201970	COLUMBIA BANK	LAKE CITY, FL
593472696	COMMUNITY BANK & TRUST OF FLORIDA	OCALA, FL
640154830	COMMUNITY BANK OF MISSISSIPPI	FOREST, MS
593611444	COMMUNITY BANK OF THE SOUTH	MERRITT ISLAND, FL
590795359	COMMUNITY STATE BANK	STARKE, FL
630476286	COMPASS BANK	BIRMINGHAM, AL
591521267	CONTINENTAL NATIONAL BANK	MIAMI, FL
592976493	DRUMMOND COMMUNITY BANK	CHIEFLAND, FL
591259357	EASTERN NATIONAL BANK	MIAMI, FL

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

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FEIN	INSTITUTION	HOME OFFICE LOCATION
650765849	EDISON NATIONAL BANK	FORT MYERS, FL
611433431	ENGLEWOOD BANK & TRUST	ENGLEWOOD, FL
591387466	EXECUTIVE NATIONAL BANK	MIAMI, FL
590238640	FARMERS & MERCHANTS BANK	MONTICELLO, FL
581174938	FIDELITY BANK	ATLANTA, GA
593001999	FIDELITY BANK OF FLORIDA, N.A.	MERRITT ISLAND, FL
310676865	FIFTH THIRD BANK	CINCINNATI, OH
208075599	FINEMARK NATIONAL BANK & TRUST	FORT MYERS, FL
421174407	FIRST AMERICAN BANK	FORT DODGE, IA
590242465	FIRST BANK	CLEWISTON, FL
202945754	FIRST BANK OF THE PALM BEACHES	WEST PALM BEACH, FL
593528089	FIRST CITRUS BANK	TAMPA, FL
590612190	FIRST CITY BANK OF FLORIDA *	FORT WALTON BEACH, FL
590969721	FIRST FEDERAL BANK	LAKE CITY, FL
202951094	FIRST FLORIDA BANK	DESTIN, FL
208397856	FIRST FLORIDA INTEGRITY BANK	NAPLES, FL
262218160	FIRST GREEN BANK	MOUNT DORA, FL
593526917	FIRST HOME BANK	SEMINOLE, FL
592312147	FIRST NATIONAL BANK NORTHWEST FLORIDA	PANAMA CITY, FL
590242830	FIRST NATIONAL BANK OF MOUNT DORA, THE	MOUNT DORA, FL
592648115	FIRST NATIONAL BANK OF PASCO	DADE CITY, FL
590675658	FIRST NATIONAL BANK OF SOUTH MIAMI	SOUTH MIAMI, FL
590877517	FIRST NATIONAL BANK OF WAUCHULA	WAUCHULA, FL
591451065	FIRST STATE BANK OF ARCADIA, THE	ARCADIA, FL
650790413	FIRST STATE BANK OF THE FLORIDA KEYS	KEY WEST, FL
620201385	FIRST TENNESSEE BANK N.A.	MEMPHIS, TN
660183103	FIRSTBANK PUERTO RICO	SAN JUAN, PR
650980079	FLAGLER BANK	WEST PALM BEACH, FL
592475686	FLORIDA CAPITAL BANK, N.A.	JACKSONVILLE, FL
271732978	FLORIDA COMMUNITY BANK, N.A.	WESTON, FL
590788761	FNBT BANK	FORT WALTON BEACH, FL
590199400	GROVE BANK & TRUST	MIAMI, FL
640169065	HANCOCK WHITNEY BANK	GULFPORT, MS
593584666	HEARTLAND NATIONAL BANK	SEBRING, FL
720218470	IBERIABANK	LAFAYETTE, LA
261783674	INTRACOASTAL BANK	PALM COAST, FL
134994650	JPMORGAN CHASE BANK, N.A.	COLUMBUS, OH
590549169	LAFAYETTE STATE BANK *	MAYO, FL
204694103	LEGACY BANK OF FLORIDA	BOCA RATON, FL
593559141	MADISON COUNTY COMMUNITY BANK	MADISON, FL
200235207	MAINSTREET COMMUNITY BANK OF FLORIDA	DELAND, FL
650644585	MARINE BANK & TRUST COMPANY	VERO BEACH, FL
420335350	MIDWESTONE BANK	IOWA CITY, IA

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FEIN	INSTITUTION	HOME OFFICE LOCATION
562447439	NATIONAL BANK OF COMMERCE	BIRMINGHAM, AL
361561860	NORTHERN TRUST COMPANY, THE	CHICAGO, IL
592237280	OCEAN BANK	MIAMI, FL
412124729	OCULINA BANK, THE	VERO BEACH, FL
010914314	ONE SOUTH BANK	CHIPLEY, FL
042764211	ONEUNITED BANK *	BOSTON, MA
592437764	PACIFIC NATIONAL BANK	MIAMI, FL
203037095	PARADISE BANK	BOCA RATON, FL
591510993	PEOPLES BANK OF GRACEVILLE	GRACEVILLE, FL
592648364	PEOPLES NATIONAL BANK	NICEVILLE, FL
593512544	PEOPLES STATE BANK	LAKE CITY, FL
581171935	PEOPLESSOUTH BANK	COLQUITT, GA
592689717	PILOT BANK	TAMPA, FL
221146430	PNC BANK, N.A.	WILMINGTON, DE
522126008	POPULAR BANK	NEW YORK, NY
203294197	PREFERRED COMMUNITY BANK	FORT MYERS, FL
260474086	PRIME MERIDIAN BANK	TALLAHASSEE, FL
262155465	PROFESSIONAL BANK	CORAL GABLES, FL
261740755	PROGRESS BANK AND TRUST	HUNTSVILLE, AL
593244348	RAYMOND JAMES BANK, N.A.	ST. PETERSBURG, FL
630371391	REGIONS BANK	BIRMINGHAM, AL
640220550	RENASANT BANK	TUPELO, MS
610197400	REPUBLIC BANK & TRUST COMPANY	LOUISVILLE, KY
590193820	SEACOAST NATIONAL BANK	STUART, FL
203341252	SEASIDE NATIONAL BANK & TRUST	ORLANDO, FL
202451671	SERVISFIRST BANK	BIRMINGHAM, AL
204091629	SMARTBANK	PIGEON FORGE, TN
580214350	SOUTHEASTERN BANK	DARIEN, GA
262000576	SUMMIT BANK, N.A	PANAMA CITY, FL
650878433	SUNSTATE BANK	MIAMI, FL
580466330	SUNTRUST BANK	ATLANTA, GA
580201800	SYNOVUS BANK	COLUMBUS, GA
010137770	TD BANK, N.A.	WILMINGTON, DE
640878155	THE FIRST, A NATIONAL BANKING ASSOCIATION	HATTIESBURG, MS
593531592	TIAA, FSB DBA EVERBANK	JACKSONVILLE, FL
140578631	TRUSTCO BANK	GLENVILLE, NY
640180810	TRUSTMARK NATIONAL BANK	JACKSON, MS
310841368	U.S. BANK N.A.	CINCINNATI, OH
522371258	U.S. CENTRUTY BANK	DORAL, FL
630838750	UNITED BANK	ATMORE, AL
590489540	UNITED SOUTHERN BANK	UMATILLA, FL
221186387	VALLEY NATIONAL BANK	PASSAIC, NJ
590500870	WAUCHULA STATE BANK	WAUCHULA, FL

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FEIN	INSTITUTION	HOME OFFICE LOCATION
941347393	WELLS FARGO BANK, N.A.	SIOUX FALLS, SD

Updated September 19, 2018

ATTACHMENT B

Escambia County Sheriff's Office

FYE 9/30/18

OFFICE OF THE SHERIFF
ESCAMBIA COUNTY, FLORIDA
INVESTMENT POLICAY INTERNAL CONTROLS

The controls are designed to protect the Sheriff's Office funds and to insure proper accounting and reporting of securities transactions. The controls will included, but are not limited to the following:

1. All securities purchased or sold will be transferred only under "delivery vs. payment" (d.v.p.) method to insure that funds or securities are not released until all criteria relating to the specific transaction are met.

2. The Chief Financial Officer is authorized to accept on behalf of and in the name of the Escambia County Sheriff's Office, bank trust receipts or confirmation as evidence of actual delivery of the obligation or securities in return for investment of funds.

3. Trust receipts or confirmations will fully describe the various obligation or securities held.

4. The receipt or confirmation will state that the investment is held in the name of the Escambia County Sheriff's Office.

5. Written documentation and/or confirmation of telephone transactions and/or wire transactions will be maintained.

6. There will be adequate separation of duties with clear delegation of authority among personnel handling investment functions.

7. Custodial safekeeping will be properly utilized.

8. Operation review and performance evaluation and reporting, interim and/or annual, will be completed by the Chief Financial Officer.

9. There will be an avoidance of bearer type securities.

10. There will be an avoidance of deliver type securities.

11. There will be specific limitations regarding securities losses and remedial actions will be taken as soon as possible should such losses occur.

12. A wire transfer agreement with the custodial bank outlining the various controls and security provisions for making and receiving wire transfers will be developed.

13. Prohibition of collusion will be developed into such controls.

INVESTMENTS

Escambia County Sheriff's Office

FYE 9/30/18

General Fund Interest Income

At 9/30/18 The Escambia County Sheriff's Office earned for the fiscal year the following amounts :

Oct	$ 50.87
Nov	$ 56.06
Dec	$ 54.26
Jan	$ 56.06
Feb	$ 56.06
Mar	$ 50.64
Apr	$ 56.07
May	$ 67.52
June	$ 74.75
July	$ 72.33
Aug	$ 92.83
Sep	$ 93.44

Total for fiscal year 2018	**$ 780.89**

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning a Grant Agreement between the Florida Department of Environmental Protection (DEP – Agreement No. S0705), the Florida Fish and Wildlife Conservation Commission (FWC – Agreement No. 13212), and Escambia County, to provide financial assistance for increased compliance with Escambia County Ordinance 2013-28 (Funding: Fund 110, Other Grants & Projects Fund, New Cost Center – no matching funds required):

   A. Accepting the Grant Agreement with DEP (Agreement No. S0705) and FWC (Agreement No. 13212), to provide financial assistance for increased compliance with Escambia County Ordinance 2013-28, that added Section 13.23.00, "Exterior Lighting," *(of the Escambia County Land Development Code)*, for new construction and existing lighting on Pensacola Beach that protect nesting sea turtles and hatchlings on a cost reimbursement basis up to a maximum of $28,000;

   B. Approving, and authorizing the Chairman to sign, the Grant Agreement with DEP and FWC; and

   C. Authorizing the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

Escambia County
Clerk's Original

2/24/2014 CA# II-7

DEP AGREEMENT NO. S0705
CHANGE ORDER NO. 002

GRANTEE

Escambia County
221 Palafox Place, STE 140
Pensacola, FL 32502-5833

Not Agenda Backup
8/20/2018

DEP Agreement No. S0705 as entered into on the 27th day of August, 2014 and as amended, is hereby revised as follows:

1. **Attachment A-2, Grant Work Plan, Task 4, Good Faith Agreements, Schedule** is hereby revised with the following:

   The template of the Good Faith Agreement must be provided electronically to the FWC and DEP Project Managers by February 13, 2018. All executed Good Faith Agreements shall be provided electronically to the FWC and DEP Project Managers no later than December 31, 2018.

2. **Attachment A-2, Grant Work Plan, Task 5, Retrofit Implementation and Report, Schedule** is hereby revised with the following:

   All field work associated with Task 5 must be completed by December 17, 2018. The completed Final Retrofit Status Report is due December 31, 2018. All invoices will be submitted to the FWC Project Manager and FWC Biological Administrator no later than thirty (30) days after completion of all retrofit work.

3. **Attachment A-2, Grant Work Plan, Schedule by Task and Description** is here by revised with the following:

[redacted]	[redacted]	[redacted]
4	Acquiring Good Faith Agreements	The template of the Good Faith Agreement must be submitted electronically by February 13, 2018. All executed Good Faith Agreements shall be provided electronically by December 31, 2018.
5	Installation of lighting retrofits	All field work must be completed by December 17, 2018. The completed Final Retrofit Status Report is due December 31, 2018. All invoices will be submitted no later than thirty (30) days after completion of all retrofit work.

All other terms and conditions of the Agreement shall remain unchanged.

ESCAMBIA COUNTY

Jeff Bergosh, Chairman

Date: 8/16/2018

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Phil Coram, DEP Program Manager

Date: 9/13/18

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
By: DEPUTY CLERK

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Doc KoKol, Division Director of OSI

Date: 9/11/18

Approved as to form and legal sufficiency.

By/Title:
Date: 8/3/18

BCC Approved 07-24-2014

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-14922 **Clerk & Comptroller's Report 10. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 10/04/2018
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 Committee of the Whole Workshop held September 13, 2018;

B. Approve the Minutes of the Second Budget Public Hearing regarding the Fiscal Year 2018/2019 County-wide Budget held September 17, 2018;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 20, 2018; and

D. Approve the Minutes of the Regular Board Meeting held September 20, 2018.

Attachments

20180913 CW Report
20180917 Second Budget PH Minutes
20180920 Agenda Work Session
20180920 Regular BCC Meeting Minutes

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP
OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

SEPTEMBER 13, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Amy Lovoy, Assistant County Administrator
Angela Crawley, Assistant to the County Administrator, County Administrator's Office
Alison Rogers, County Attorney
Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office

Absent: Commissioner Douglas B. Underhill, District 2

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: Jessica Whittle

AGENDA NUMBER

1. Call to Order

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

2. Was the Meeting Properly Advertised?

   The C/W was advised by Jessica Whittle, Legal Assistant, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* in the Board's weekly meeting schedule.

3. OLF8 Master Plan Discussion

A. Board Discussion – The C/W viewed and discussed a map of the Beulah area and a copy of the County's TRIUMPH Gulf Coast pre-application letter, which were also provided in hard copy, and the C/W:

(1) Was advised by Commissioner Bergosh that:

(a) In his opinion, the County should bring in a professional planner to hear input from all citizens, business leaders, county residents, and the Board to determine the highest and best use for the 636-acre property, as well as consider the historic votes and direction of the Board;

(b) He purchased his home near OLF8 in 2004 and has personally observed the rapid growth in the area; at this time, Beulah cannot support any additional high-density residential development due to the insufficient infrastructure currently in place for existing and pending development; and the residents in Beulah would prefer to have dining options beyond Tom Thumb gas station food or delivery pizza;

(c) The Board unanimously voted to seek $30 million from Triumph Gulf Coast, and there is $1.5 million in RESTORE Act funding available for planning;

(d) A previous property appraisal that showed a value of approximately $6.75 million was flawed because it was based on being zoned for public use, which is the most restrictive land use category, and it listed the acreage incorrectly;

(e) The Brantley appraisal, which was completed in 2016, arrived at a value of nearly $18 million by taking the frontage portion on Nine Mile Road and anticipating the zoning would be changed to provide for retail services;

(f) One way to meet a portion of the Triumph application criteria that 1,000 new jobs be developed is through the sale of a portion of the land to Navy Federal with the requirement that new jobs are created as a result;

(g) There are many multi-family units being developed in the area by the private sector; and

(h) A committee has been formed to create a master plan for the entire Beulah community, but it is not solely focused on OLF8; rather, development at OLF8 is intended to compliment the overall master plan;

(Continued)

3. Continued…

A. Continued…

(2) Was advised by Commissioner May that:

(a) There have been factors that were outside of the Board's control that cost more money than was anticipated for this project;

(b) From the outset, this project was intended to bring a higher quality of life and high-paying jobs for the residents of the Beulah community;

(c) Caution should be exercised to ensure that new jobs aren't structured in a manner where a highly-compensated CEO is brought in from out-of-town and the local employees are not well compensated;

(d) County staff is not tasked with the economic development of the county; rather, FloridaWest receives incentives for their economic development efforts, so the Board must rely on FloridaWest to be engaged and do a good job; and

(e) Similar to the jail construction project, this is a major project for the whole county and input from the entire county must be considered;

(3) Was advised by Commissioner Barry that:

(a) The Board will ultimately make decisions regarding what is developed on the property and the overall look of the development; however, the only feedback he feels is appropriate prior to the master plan being developed is to carve out 100 acres for Navy Federal;

(b) The Triumph application has some ambiguous language, but it can be summarized to state that the land should be developed to better suit the needs of the Beulah community;

(c) The ability of the Navy to swap like-value property exists so the public is not harmed by the transaction and with the understanding that the property will be used in a way that benefits the public interest; and

(Continued)

3. Continued…

A. Continued…

(3) Continued…

(d) When considering a sale of a portion of the property to Navy Federal, it is not intended to be a requirement that the new jobs created are required to be housed on said property; rather, the property may be used for parking, infrastructure, or employee amenities and still contribute to the number of jobs created within the existing footprint of the organization;

(4) Was advised by Commissioner Robinson that:

(a) He does not advocate for any additional single-family detached residential housing, but the planner should still consider all possibilities because the future workforce desires housing options such as high-rise condominiums, and multi-family housing within biking and walking distance to Navy Federal may be a good option and ease the burden on public infrastructure;

(b) The Triumph application indicates a minimum of 1,000 jobs, but he believes more jobs will be generated; and

(c) Ellyson Industrial Park generates a large number of jobs for Escambia County, but it is not necessary to replicate that format to facilitate new jobs;

(5) Was advised by Chips Kirschenfeld, Natural Resources Management Director, that:

(a) The Triumph Board has approved or is in the process of approving eight projects, and none have included residential development; priority is given to transformational projects that will diversify the economy in Northwest Florida beyond the Department of Defense and tourism industries, with emphasis on high-wage jobs and projects providing local matching funds;

(b) Dr. Rick Harper analyzes all of the applications and runs economic models to determine the return on investment, measured as jobs created for money spent; the models are not used to show residential development yielding long-term jobs;

(Continued)

3. Continued…

A. Continued…

(5) Continued…

(c) The Triumph and RESTORE legislation include criteria that the funding cannot benefit one company or one individual and private developers must go through the solicitation process; and

(d) The Triumph pre-application was developed from the information provided in the RESTORE application prepared by FloridaWest and was submitted in November of 2017 before the Triumph Board had made any selections of projects and without knowing the desired criteria;

(6) Was advised by Horace Jones, Development Services Director, that public use zoning allows for correctional facilities, educational facilities, offices for governmental agencies, and other public institutional uses and it prohibits any residential units or independent restaurants;

(7) At the request of Commissioner Robinson, was advised by Alison Rogers, County Attorney, that the current timeline predicts substantial completion in mid-October, the land swap to occur in mid-December, and the ceremony to be scheduled for mid-February;

(8) Was advised by Scott Luth, CEO, FloridaWest, that:

(a) The Triumph Board is looking for projects that will have the highest return on investment in relation to the overall economic impact; the projects that have been approved to date include training and education of the workforce relative to jobs paying well above the current county average wage and infrastructure projects that are anticipated to lead to jobs that pay significantly above the average wage;

(b) There is no reason not to consider carving out 100 acres for sale to Navy Federal at this time in exchange for job creation;

(c) The overall objective and goal for the project remains the creation of jobs paying $60,000 per year, but five years have elapsed since the initial submittal, so the projected average wage of new jobs coming in may be higher; and

(Continued)

3. Continued…

A. Continued…

(8) Continued…

(d) He concurs with the direction of the conversation; the people who do this for a living and can take into account the historical, current, and future needs of the region can structure the project for the highest return on investment for the community;

(9) Was advised by Theresa Blackwell that 97 percent of the residents in Beulah who have been polled do not support a large commerce park in the same fashion of Ellyson Field; she believes the highest return on investment would be realized by a development that includes restaurants and places to hang out; the two appraisals that were completed in 2016 both indicated that development of a commerce park would result in a poor return on investment; and the residents of Beulah will not be comfortable with a master plan developed by FloridaWest; and

(10) Was advised by Kara Cardona, Vice President, Navy Federal, that Navy Federal is still very interested in acquiring 100 acres at a mutually-agreed-upon fair market value; they are willing to create additional jobs; approximately 56 acres of the land are wetlands; additional parking is needed to support the existing campus; and they are happy to forward a development concept to the Board for review; and

B. Board Direction – The C/W recommends that the Board immediately begin negotiations with Navy Federal Credit Union (NFCU) to sell the northeastern most 100 acres of the OLF8 property to NFCU at market price, subject to NFCU's commitment of a mutually agreed upon number of jobs to be added to the NFCU campus.

Recommended 3-1, with Commissioner May voting "no" and Commissioner Underhill absent

4. West Cervantes Street/Mobile Highway Corridor Improvements

This item was briefly discussed and rescheduled to the next Regular Board Meeting.

5. Progress Update on the New Correctional Facility

A. Board Discussion – The C/W reviewed a PowerPoint presentation, entitled *New Escambia County Correctional Facility*, which was also provided in hard copy, and the C/W:

(1) Was advised by Colby Brown, Branch Director, Public Works, that:

(a) The auger cast piles have been installed at the site and the rework of the Juvenile Justice Center parking lot is underway;

(b) There has been a 75% design review meeting for the mechanical and plumbing and the 100% drawings are expected at the end of the month;

(c) As previously requested, larger samples of the colors currently being considered are presented for consideration;

(d) The Florida Department of Transportation ("DOT") issued a driveway permit, but it includes a stipulation that a shared access joint-use agreement be submitted within 90 days of August 16;

(e) The approved plans include four access points: one access for the jail from Fairfield, one access to the outparcel site from Fairfield, one access for the jail from Pace, and one access to the outparcel site from Pace;

(f) The recommended plan takes into consideration the DOT's spacing requirements and includes two more access points for the outparcel site on Fairfield and at least three more along Pace, for a total of seven, which will likely result in a cost increase of an undetermined amount; and

(g) Attendance at the Access Management Review Board in Chipley, Florida, on October 1, 2018, is necessary; and

B. Board Direction – That the C/W move forward with the recommended plan of seven access points at the jail site and prepare the issue agreement based on the number permitted by the Florida Department of Transportation.

Recommended 4-0, with Commissioner Underhill absent

Speaker(s):

Shane Lyle

6. Lease Fees/Property Taxes on Pensacola Beach

A. Board Discussion – The C/W reviewed a PowerPoint presentation, entitled *Potential BCC Policy Re: Pensacola Beach Leases*, that was provided in hard copy only, and the C/W:

(1) Was advised by Commissioner Bergosh that:

(a) The leases on the beach are complicated, in that some property owners are paying ad valorem tax and others are paying lease fees, leading to inequity in the amount paid for similar properties;

(b) The negotiated leases that are currently in place should remain, but he would like to see standardized lease agreements going forward;

(c) When Beach Club renewed their lease, it amounted to $185 per year in lease fees for the property portion of the taxes, and, in his opinion, this amount is too low given the value of the condominiums; and

(d) He would prefer a standard template for lease renewals that includes the option of a lease that renews in perpetuity and requires ad valorem taxes on the property and improvements, or a lease that renegotiates every 99 years and includes a market rate lease fee with an escalator clause;

(2) Was advised by Commissioner Barry that he is supportive of the language as it is currently presented, and he would like to hear the thoughts of Commissioner-elect Robert Bender since this issue is in his district;

(3) Was advised by Commissioner Robinson that he is agreeable to a system that provides options in renewing leases, but he made a commitment when he was elected in 2014 that he would not interfere in this issue, and he would prefer the decision wait until Robert Bender is in office;

(4) Was advised by Commissioner-elect Robert Bender that, while he did speak with some constituents during the campaign, he has not yet had an opportunity to do his due diligence on this matter, and he is looking forward to discussing it further when he takes office in November; and

(5) Was advised by Tammy Bohannon, Acting Secretary/Treasurer, Santa Rosa Island Authority, that she does not agree with the proposed changes because 99-year leases should be taxed in the intangible tax rate and she is concerned about the impact on beach renourishment funds; and

B. Board Direction – None.

7. Infill Housing Program

   This agenda item was briefly discussed and rescheduled to the September 20, 2018, meeting.

8. Mid-Town Commerce Park Master Developer RFP Response

   A. Board Discussion – The C/W reviewed PowerPoint presentations, entitled *National Energy Advancing Zero Waste Solutions* and *EMC2 September 13, 2018*, also provided in hard copy, and the C/W:

      (1) Was advised by Amy Lovoy, Assistant County Administrator, that the Board previously authorized staff to proceed with issuing an RFP (Request for Proposal) for a master developer for the main portion of the Mid-Town Commerce Park site, not to include the Clarinda Triangle site, and one response was received; and that any development on the property would be subject to property taxes even though it is owned by the County;

      (2) Was advised by Ely Green, Parkside Partners, that Parkside Partners:

         (a) Is an Atlanta-based development and investment firm specializing in construction of office and industrial products, as well as adaptive re-use, which entails converting warehouses to office buildings and converting functionally-obsolete office buildings into state-of-the-art office buildings;

         (b) Has development experience including:

            - Mercy Care Chamblee – a former GE site with heavy contaminants
            - Edison at Eastside – a large master-planned mixed-use office park that is adjacent to an airport and therefore height-restricted
            - 1280 West Peachtree – the first LEED Platinum (Leadership in Energy and Environmental Design) and WELL Certified building in the southeast
            - Trackside – developed as part of a 99-year lease with MARTA (Metropolitan Atlanta Rapid Transit Authority), taking advantage of bond financing with the city to receive a partial tax abatement over 15 years in exchange for the creation of a number of jobs
            - Boundary – developed in conjunction with the City of Atlanta and Invest Atlanta
            - Bureau – an environmentally-challenged project formerly owned by Honeywell and developed through a brownfields program

   (Continued)

8. Continued…

A. Continued…

(2) Continued…

(c) Has developed strong relationships with lenders including Fidelity Bank, State Bank & Trust Company, Atlantic Capital, IberiaBank, Wells Fargo, and BB&T;

(d) Aims to revitalize the remediated superfund site in the heart of Pensacola into a state-of-the-art business environment for companies at the forefront of their respective industries through their partnership with local and regional economic development professionals;

(e) Will determine the size and scope of the project by the demand, partnership with the Board, and partnership with the appropriate economic development agencies, but the higher the density the greater the success; and

(f) Proposes an annual lease fee of $50,000 per year for the entire site, escalating every ten years;

(3) Was advised by Jason Nail, Parkside Partners, that part of the process includes an extensive due diligence period to bracket risk and understand any challenges and hurdles to be overcome; they will confirm the environmental concerns, perform market analysis, and underwrite the job with initial concept pricing to ensure it is feasible; and there will be some height restrictions on the project based on how deep the cap allows them to dig;

(4) Was advised by Dave Robau, Founder and CEO, National Energy USA, that:

(a) His personal passion is to end the practice of landfilling, and he has spent 18 years in environmental and civil engineering looking at better ways to take garbage and turn it into a more useful product;

(b) National Energy is a minority-owned company based in Pensacola with offices located on Palafox, and they desire to establish a training facility at the Mid-Town Commerce Park that leverages innovative technologies and finds solutions to environmental challenges;

(Continued)

8. Continued…

A. Continued…

(4) Continued…

(c) Traditionally, China took in much of the world's recycling material such as fiber and plastic, but they have stopped, and this has resulted in local impacts; National Energy proposes to "innovate our way out of this problem" by converting garbage into an engineered fuel that has been given non-hazardous secondary material approval from the EPA and offsets the use of coal;

(d) National Energy currently has eight projects in development in different locations, and the staff for each of those project sites will have to be trained on a functional operating system;

(e) They plan to build a training facility to the LEED (Leadership and Energy in Environmental Design) standard, harvest rainwater for use, and look at other ways to reduce energy and operational costs;

(f) All waste streams are acceptable for processing, so they utilize the products that were headed for the landfill and compliment recycling programs;

(g) The technology is commercially viable, has been operating for 15 years, and is compact at approximately 60,000 square feet; all of the processing and waste handling is done within an enclosed building that is maintained using inductive draft fans to create negative pressure to prevent the release of odors; however, the proposed training facility will be larger due to the training component and a featured eco-lab learning center that will provide educational opportunities in science, technology, engineering, and math and will feature interactive displays and exhibits designed as a resource for local students and educators; and

(h) The company is looking to make a $22 million investment and create 19 full-time employees to operate the training facility and another 10 corporate jobs in engineering, project management, sales and marketing, and customer services over the next three years, with an average salary of $68,965; the starting salary for entry-level positions is $18.20 per hour;

(Continued)

8. Continued…

   A. Continued…

      (5) Was advised by Commissioner May that he would like to have the site developed as soon as possible, and he would like additional time to hear further information on the proposals for the property;

      (6) Was advised by Commissioner Barry that he is receptive to some of the local businesses that may want to develop the outparcels, and it should be determined whether or not those parcels need to be included in the master plan;

      (7) Was advised by Commissioner Robinson that he is in favor of a process that would prevent construction and demolition waste from being dumped in pits; and

      (8) Was advised by Pat Johnson, Director, Waste Services, that the Board should be cognizant of the revenue derived from municipal solid waste; and

   B. Board Direction – None.

9. Alcohol Sales Measurement

   This agenda item was briefly discussed and rescheduled to the September 20, 2018, meeting.

10. Adjourn

    Chairman Bergosh declared the C/W Workshop adjourned at 11:33 a.m.

MINUTES OF THE SECOND PUBLIC HEARING OF THE BOARD OF COUNTY COMMISSIONERS REGARDING THE FISCAL YEAR 2018/2019 COUNTY-WIDE BUDGET

SEPTEMBER 17, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Amy Lovoy, Assistant County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Angela Crawley, Assistant to the County Administrator

Absent: Commissioner Douglas B. Underhill, District 2

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the Second Budget Public Hearing to order at 5:32 p.m.

2. Was the Meeting Properly Advertised?

   The Board was advised by DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office, that the 5:31 p.m. Public Hearing for consideration of the Final Budget for Fiscal Year 2018/2019 was advertised in the *Pensacola News Journal* on September 15, 2018, in the Board's Weekly Meeting Schedule; the *Notice of Proposed Tax Increase* and the *Budget Summary, County of Escambia – Fiscal Year 2018/2019*, were advertised in the *Pensacola News Journal* on September 13, 2018.

AGENDA NUMBER – Continued

3. Adoption of the Agenda

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

Motion: Move the adoption	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent	
Audio:	

4. 5:31 p.m. Public Hearing

   A. Presentation of the Budget for Fiscal Year 2018/2019

   The Board was advised by Assistant County Administrator Lovoy that:

   (1) This is the second of two required Public Hearings for the Board to adopt the Fiscal Year 2018/2019 Budget;

   (2) At its first Public Hearing held September 10, 2018, the Board of County Commissioners (BCC) adopted the Tentative Millage Rates and Budget for Fiscal Year 2018/2019; the law requires that, prior to consideration of the Final Budget, an explanation of the "Rolled Back Rate" be provided and entered into the records; the "Rolled Back Rate" is a computed millage rate that would generate the same amount of ad valorem tax dollars as the prior Fiscal Year, based on the proposed year's tax roll, excluding new construction;

   (3) The millage rates tentatively approved by the Board on September 10, 2018, are 6.6165 for the County-wide millage rate, .3590 for the Library Municipal Services Taxing Unit (MSTU), and .6850 for the Sheriff's Law Enforcement Municipal Services Taxing Unit; the aggregate of these millage rates proposed for Fiscal Year 2018/2019 is 3.17% above the "Rolled Back Rate" certified by the Property Appraiser; this represents the percentage increase in property taxes tentatively adopted by the Board;

   (4) Staff has recommended one amendment to the Fiscal Year 2018/2019 Tentative Budget; this amendment for an increase of $2,219,416 is for recommended adjustments to the Tentative Budget; and

   (5) The revised budget will result in a balanced unified budget for Fiscal Year 2018/2019 of $477,164,386, which is 4.68% more than the adopted Fiscal Year 2017/2018 Budget of $455,840,072; and

(Continued on Page 3)

4. Continued…

B. Public Forum Speaker(s):

Steve Livings
Nick Gradia
Michael Lowery

C. Adoption of the Final Millage Resolution for Fiscal Year 2018/2019

Chairman Bergosh advised that the Chair would entertain a motion to adopt the Millage Resolution [R2018-106], presented in the agenda backup, of 6.6165 mills for the County-wide millage rate, .3590 for the Library MSTU [Municipal Services Taxing Unit], and .6850 for the Sheriff's Law Enforcement MSTU for Fiscal Year 2018/2019.

Motion: So moved	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent	
Audio:	

D. Adoption of a Resolution Amending the Tentative Fiscal Year 2018/2019 Budget

Recommendation: That the Board adopt the Resolution [R2018-107] amending the Fiscal Year 2018/2019 Tentative Budget in the increased amount of $2,219,416, for the following funds:

- General Fund
- Mass Transit Fund
- Library Fund
- Misdemeanor Probation Fund
- Development Review Fees Fund
- Fire Protection Fund
- Community Redevelopment Fund
- Bob Sikes Toll Fund
- Transportation Trust Fund
- MSBU Assessment Program
- Local Option Sales Tax IV Fund

(Continued on Page 4)

4. Continued…

   D. Continued…

   - Solid Waste Fund
   - Building Inspection Fund
   - Emergency Services Fund
   - Internal Service Fund

Motion: Move the amended Resolution	
Made by: Commissioner Barry	**Seconded:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill absent	
For Information: The Board agreed to bring issues with the Human Relations Commission back to the October Committee of the Whole for further discussion and to leave the placeholder amount discussed at the previous Budget Hearing as is.	
Audio:	

   E. Adoption of the Final Budget Resolution for Fiscal Year 2018/2019

   Chairman Bergosh advised that the Chair would entertain a motion to adopt the Final Budget Resolution [R2018-108] of $477,164,386, for Fiscal Year 2018/2019.

Motion: So moved	
Made by: Commissioner May	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent	
Audio:	

5. Adoption of the Fiscal Year 2018/2019 Annual Budget for the Santa Rosa Island Authority

Motion: Move the Budget	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent	
Audio:	

6. Items Added to the Agenda

   There were no items added to the agenda.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Second Budget Public Hearing regarding the Fiscal Year 2018/2019 County-wide Budget of the Board of County Commissioners adjourned at 6:50 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: October 4, 2018

REPORT OF THE AGENDA WORK SESSION OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

SEPTEMBER 20, 2018
(9:09 a.m. – 11:38 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Amy Lovoy, Assistant County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel, Clerk and Comptroller's Office
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Administrative Assistant, County Administrator's Office

Absent: Commissioner Douglas B. Underhill, District 2

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

1. FOR INFORMATION: The agenda for the September 20, 2018, Regular Board Meeting was reviewed as follows:

   A. Chairman Bergosh and Shamara Jernigan, Administrative Assistant, County Administrator's Office, reviewed the Regular BCC Agenda and Kimberly Aderholt, Director of Facilities at Navy Federal Credit Union, spoke regarding Item 12-A;

   B. Susan Woolf, General Counsel, Clerk and Comptroller's Office, reviewed the Clerk's Report;

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

   D. Shamara Jernigan, Administrative Assistant, County Administrator's Office, reviewed the County Administrator's Report and Patricia Lott, Escambia County Housing Finance Authority, spoke concerning CAR II-2;

   E. Alison Rogers, County Attorney, reviewed the County Attorney's Report; and

   F. Commissioner Robinson reviewed his add-on items.

MINUTES OF THE GARY SANSING PUBLIC FORUM
AND REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

SEPTEMBER 20, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
(Regular Board Meeting Only)
Amy Lovoy, Assistant County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel, Clerk and Comptroller's Office
(Regular Board Meeting Only)
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Administrative Assistant, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

GARY SANSING PUBLIC FORUM

Chairman Bergosh called the Gary Sansing Public Forum to order at 4:33 p.m.

1. FOR INFORMATION: The Board heard comments from Angie Dement advocating that citizens vote "yes" on the beach referendum in November.

2. FOR INFORMATION: The Board heard comments from Michael Lowery concerning issues with leave time not being paid correctly by ITL Solutions.

3. FOR INFORMATION: The Board heard comments from the following individuals regarding public access to beaches in Perdido:

   Randy Cudd
   Darrell Weeks

GARY SANSING PUBLIC FORUM – Continued

4. FOR INFORMATION: The Board heard comments from Dianne Krumel concerning the preservation of public beaches and lease agreements on Pensacola Beach.

5. FOR INFORMATION: The Board heard comments from Melissa Pino regarding Perdido Key beach access and the processes for access to County information.

6. FOR INFORMATION: The Board was encouraged to have a "Happy Estuaries Week" from Jessica Bibza.

7. FOR INFORMATION: The Board heard comments from Ralph Abagis concerning a stretch of road in Beulah that needs to be widened and his recommendation to reach out to residents on that road.

5:04 P.M. – GARY SANSING PUBLIC FORUM ADJOURNED
5:32 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 5:32 p.m.

2. Invocation

The Board observed a moment of silence.

3. Pledge of Allegiance to the Flag

Commissioner Barry led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

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

Motion: To approve the agenda, as amended	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 3-0 with Commissioner May and Commissioner Robinson absent	
Audio:	

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill expressed his honor at having the opportunity to see 20 new Chief Petty Officers pinned, mentioned that his son was having his Eagle Scout Board of Review that evening, and encouraged parents to involve their children in scouting;

   B. District 5 – Commissioner Barry expressed his gratitude to Dr. Martha Saunders for speaking at the Cantonment Rotary and sent his thoughts and prayers to County Administrator Jack Brown and his family;

   C. District 3 – Commissioner May thanked the African American Heritage Society and the University of West Florida for putting on the soil collection ceremony in Plaza Ferdinand to memorialize lynching victims and sent well wishes to County Administrator Brown and his wife, Ursula; and

   D. District 1 – Commissioner Bergosh sent his thoughts and prayers to County Administrator Brown and his wife and thanked staff for their work on the budget for Fiscal Year 2018/2019.

REGULAR BCC AGENDA – Continued

6. Recommendation: That the Board take the following action concerning Proclamations:

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

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

Motion: Move A, B, and C	
Made by: Commissioner May	**Seconded:** Commissioner Barry
Disposition: Carried 4-0 with Commissioner Robinson absent	
For Information: The Board agreed, during the Agenda Work Session, to include Commissioner Robinson's Add-On Item 1 as Proclamations Item 6-C. See page 53 for Commissioner Robinson's Add-On Item.	
Speakers: Tommy Judd and Stan Harper	
Audio:	

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

Motion: Move the Retirement Proclamation	
Made by: Commissioner Barry	**Seconded:** Commissioner May
Disposition: Carried 4-0 with Commissioner Robinson absent	
Audio:	

8. Written Communication: August 3, 2018, communication from Amanda Barnes requesting relief for the Community Development Block Grant Program Mortgage for property located at 33 Camelia Drive.

Disposition: No Action Taken

REGULAR BCC AGENDA – Continued

9. 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:

   A. The following two Public Hearings on the agenda:

      (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on August 24, 2018, for consideration of amending the Atwood Redevelopment Area Plan as to boundaries only; and

      (2) The 5:32 p.m. Public Hearing, advertised in the *Pensacola News Journal* on August 24, 2018, for consideration of amending Chapter 46, Article VI, of the Escambia County Code of Ordinances, relating to the Atwood Redevelopment Trust Fund; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 17 – September 21, 2018,* as published in the *Pensacola News Journal* on September 15, 2018.

Motion: To waive the reading	
Made by: Commissioner Barry	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

10. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, approve amending the Atwood Redevelopment Area Plan as to boundaries only, as requested by the Community Redevelopment Agency.

Motion: Move the 5:31	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Speaker(s): None	
Audio:	

REGULAR BCC AGENDA – Continued

11. Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning amending an Ordinance relating to the Atwood Redevelopment Trust Fund:

    A. Adopt an Ordinance [Number 2018-33] of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-292(b) of the Escambia Code of Ordinances relating to the Atwood Redevelopment Trust Fund; providing for amended legislative findings to expand the boundaries of the area consistent with Resolution R2018-44; providing for severability; providing for inclusion in the code; and providing for an effective date; and

    B. Authorize the Chairman to execute the Ordinance.

Motion: Move this item	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Speaker(s): None	
Audio:	

12. Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W) at the September 13, 2018, C/W Workshop:

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

    CHAIRMAN BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER MAY

Motion: Move that the Board authorize staff to begin negotiations and bargaining with Navy Federal Credit Union to sell 100 acres of our soon-to-be acquired OLF8 site for their utilization in order to create a minimum of 300 new jobs	
Made by: Commissioner Bergosh	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

    COMMISSIONER MAY RELINQUISHED THE CHAIR TO CHAIRMAN BERGOSH

(Continued on Page 7)

REGULAR BCC AGENDA – Continued

12. Continued…

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

Motion: Move Item B	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

I. CONSENT AGENDA

1. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2018-109] authorizing the write-off of $865.47 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

Motion: Move the Clerk's Report	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

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

Motion: Move the Clerk's Report	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

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

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

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

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

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

Motion: Move the Clerk's Report	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

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

I. ACTION ITEM

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

   A. Approve the Final Plat for recording;

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

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

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

Motion: Move to drop and reschedule to October 4th	
Made by: Commissioner Barry	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

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

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

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

Motion: So moved	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

Motion: Move the balance of CAR I in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 2 through 13, with the exception of Items 5, 7, and 9, which were held for separate votes, as amended to drop Item 12.	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

3. Recommendation: That the Board approve the two Request for Disposition of Property Forms for the Property Appraiser's Office for the equipment, which is described and listed on the Request Forms, with reason of disposition stated.

Motion: Move the balance of CAR I in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 2 through 13, with the exception of Items 5, 7, and 9, which were held for separate votes, as amended to drop Item 12.	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: 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.

Motion: Move the balance of CAR I in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 2 through 13, with the exception of Items 5, 7, and 9, which were held for separate votes, as amended to drop Item 12.	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

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

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

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

Motion: Move the Item	
Made by: Commissioner May	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner Robinson abstaining and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

Motion: Move the balance of CAR I in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 2 through 13, with the exception of Items 5, 7, and 9, which were held for separate votes, as amended to drop Item 12.	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

7. Recommendation: That the Board take the following action concerning the Amendment of Agreement for Temporary Medical Staffing Services, PD14-15.067:

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

   B. Authorize the Chairman to execute the aforementioned Amendment.

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

Motion: Move the Item	
Made by: Commissioner May	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner Bergosh abstaining and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

Motion: Move the balance of CAR I in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 2 through 13, with the exception of Items 5, 7, and 9, which were held for separate votes, as amended to drop Item 12.	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

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

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

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

Motion: Move the Item	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Disclosures: Commissioner Robinson and Commissioner May disclosed that they serve in unpaid positions on the Board of Pensacola State College, but that they are not prevented from voting.	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

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

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

    This petition refers to an area located in District 3.

Motion: Move the balance of CAR I in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 2 through 13, with the exception of Items 5, 7, and 9, which were held for separate votes, as amended to drop Item 12.	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

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

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

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

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

Motion: Move the balance of CAR I in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 2 through 13, with the exception of Items 5, 7, and 9, which were held for separate votes, as amended to drop Item 12.	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

Motion: Move the balance of CAR I in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 2 through 13, with the exception of Items 5, 7, and 9, which were held for separate votes, as amended to drop Item 12.	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

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

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

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

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

Motion: Move the balance of CAR I in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 2 through 13, with the exception of Items 5, 7, and 9, which were held for separate votes, as amended to drop Item 12.	
Made by: Commissioner Underhill	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

2. Recommendation: That the Board adopt the Resolution [R2018-110] approving the plan of finance therein described and the issuance and sale of not exceeding $16,000,000, Multi-family Housing Revenue Bonds (the "Bonds") by the Escambia County Housing Finance Authority (the "Authority") to be used to finance or refinance the Taylor Pointe Apartments located in Indian River County, Florida.

Motion: So moved	
Made by: Commissioner May	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker: Patricia Lott	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

	Vendor/Contractor	Amount	Contract Number
A.	Attenti US, Inc. Vendor Number: 010097 Electronic Monitoring Services Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: $84,000 Fund: 114 (Misdemeanor Probation) Cost Center: 290301 (Misdemeanor Probation) Amount: $36,000	$120,000	WSCA-NASPO Contract #00212 as provided for in PD 15-16.017
B.	Drug Free Workplaces, Inc. Vendor Number: 042368 Drug Screening Services Fund: 001 (General) Cost Center: 290307 (Pre-Trial Release) Amount: $45,445 Fund: 114 (Misdemeanor Probation) Cost Center: 290301 (Misdemeanor Probation) Amount: $25,375 Fund: 114 (Misdemeanor Probation) Cost Center: 290305 (Residential Probation) Amount: $275 Fund: 114 (Misdemeanor Probation) Cost Center: 290306 (Pre-Trial Diversion) Amount: $3,000	$74,095	PD 14-15.013

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued…

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

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued…

F.	Bob Barker Company, Inc. Vendor Number: 020807 Laundry and Cleaning Supplies Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: $97,706	$97,706	PD 13-14.046
G..	Charles Neely Corp DBA PR Chemical and Paper Supply Vendor Number: 150532 Laundry and Cleaning Supplies Fund: 001 (General) Cost Center: 290401 (Detention) Amount: $11,910 Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: $182,100	$194,010	PD 13-14.046
H.	Diamond Drugs Vendor Number: 041283 Inmate Pharmacy Services Fund: 001 (General) Cost Center: 290302 (Inmate Medical) Amount: $1,439,218	$1,439,218	PD 16-17.005

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued…

I.	Galls, LLC Vendor Number: 070290 Corrections Department Uniforms Fund: 001 (General) Cost Center: 290401 (Detention) Amount: $71,545 Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $2,120	$73,665	PD 13-14.048
J.	George A. Smith Vendor Number: 071238 Part-Time Physician Services; Inmate Medical Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $105,600	$105,600	PD 17-18.034
K.	Locumtenens Holdings, LLC/Locumtenens.com, LLC Vendor Number: 422395 Psychiatric Services; Inmate Medical Fund: 001 (General) Cost Center: 290302 (Inmate Medical) Amount: $220,800	$220,800	PD 17-18.003
L.	Renal Care Group of the Southeast DBA Fresenius Medical Care Pensacola Vendor Number: 420520 Inmate Dialysis Services Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $100,000	$100,000	Related to Emergency Inmate Medical Care

(Continued on Page 24)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued…

M.	Renal Care Group of the Southeast/Fresenius Medical Care Pensacola Vendor Number: 420520 Inmate Dialysis Services Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $88,952	$88,952	Related to Emergency Inmate Medical Care
N.	Sacred Heart Health Systems Vendor Number: 421701 Emergency Inmate Medical Care and Lab Testing Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $407,568	$407,568	Related to Emergency Inmate Medical Care
O.	Walton County Sheriff's Office Vendor Number: 230384 Inmate Care and Custody Fund: 001 (General) Cost Center: 290401 (Detention) Amount: $4,447,232 Fund: 001 (General) Cost Center: 290402 (Inmate Medical) Amount: $70,000	$4,517,232	Agreement BCC Approved 07/06/2017
P.	The Merchants Company Vendor Number: 132992 Food Service Supplies; Escambia County Road Prison Fund: 175 (Transportation Trust) Cost Center: 290202 (Care and Custody) Amount: $85,000	$85,000	PD 16-17.024

(Continued on Page 25)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Continued…

Q.	Sysco Gulf Coast, Inc. Vendor Number: 196366 Food Service Supplies; Escambia County Road Prison Fund: 175 (Transportation Trust) Cost Center: 290202 (Care and Custody) Amount: $55,000	$55,000	PD 16-17.024

Motion: Move the Item	
Made by: Commissioner May	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner Robinson abstaining and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers	
Audio:	

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

   [Funding: this is a revenue agreement benefitting the Jail's inmate welfare fund, Fund 111.]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

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

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

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued…

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

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

Motion: Move the Item A, B, and C	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

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

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

- No changes to the HSA (Health Saving Plans)

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

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COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Continued…

D. Continued…

- Blue Option 1552
  - Change the deductible from - $500 (single)/$1,500 (family) to $750 (single)/$2,250 (family)
  - Change the Out-of-Pocket maximum from - $2,000 (single)/$6,000 (family) to $2,250 (single)/$6,750 (family)
  - Wellness Preventive Care - $15 copay/$30 copay to 100% (deductible waived) (Affordable Care Act)
  - Emergency Room - $100 + 20% to $200 +20% (waived if admitted into the hospital)
  - Increase the premiums for both the employer and employee contribution by 8.8%

Motion: Move the Item in the affirmative	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Robinson temporarily out of Board Chambers	
Speakers: Daniel Akerman and Michael Lowery	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

[Funding: Fund 129/2018 CDBG (Community Development Block Grant), Cost Center 370232]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

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

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

[Funding: Fund 129/CDBG (Community Development Block Grant), Cost Center 370232]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

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

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

Motion: Move to drop and reschedule for the first meeting in October	
Made by: Commissioner May	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

22. Recommendation: That the Board ratify the following September 20, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

    A. Approving the following six Residential Rehab Grant Program Funding and Lien Agreements:

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

(Continued on Page 36)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued…

A. Continued…

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

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

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

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

(6) The Agreements between Escambia County CRA and Maureen McBride, owner of residential property located at 321 Chattman Street, Warrington Redevelopment District, each in the amount of $4,143, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

(Continued on Page 37)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued…

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

23. Recommendation: That the Board ratify the following September 20, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

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

(Continued on Page 38)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Continued…

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

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

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

Motion: Move CAR II-25 in the affirmative	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Robinson abstaining and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers	
Audio:	

26. Recommendation: That the Board adopt the Resolution [R2018-111] approving Supplemental Budget Amendment #224, Internal Service Fund (501), in the amount of $1,500,000, to recognize an increase in the dependent group health revenue budget due to higher than projected employee contributions, and to appropriate these funds to be used toward the County's self-funded health insurance claims to complete Fiscal Year 2017/2018.

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Recommendation: That the Board take the following action concerning the renewal of contracts between Escambia County, Florida, and Ingram Signalization, Inc.:

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

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

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

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

Motion: On Alcalde and Fay, cap the travel expenses from the budget standpoint at $8,000 and only pay for those items where we receive receipts for their travel	
Made by: Commissioner Robinson	**Seconded:** Commissioner May
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Recommendation: That the Board take the following action concerning the authorization for cumulative expenditures over $50,000, in Fiscal Year 2017-2018 for demolition or lot-clearing services for the Department of Natural Resources:

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

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

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

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 34, with the exception of Items 2, 7, 14, 16, 21, 25, and 31, which were held for separate votes.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

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

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

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

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

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

Motion: Move the Item in the affirmative, Option B	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 3-0, with Commissioner Robinson temporarily out of Board Chambers and Commissioner May having left the meeting	
Audio:	

2. Recommendation: That the Board take the following action concerning the Local Government Contribution Application for SAIL (State Apartment Incentive Loan) Financing through Florida Housing Finance Corporation:

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

   B. Approve the local Application Form and timelines; and

(Continued on Page 46)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Continued…

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

[Funding: Fund 120/SHIP (State Housing Initiatives Program) and/or Fund 124/Affordable Housing]

Motion: Move to drop and reschedule	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	
Audio:	

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

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

Motion: Move A in the affirmative	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

(Continued on Page 47)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued…

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

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

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

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

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

Motion: Move to reappoint George Smith	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 3-0, with Commissioner Robinson temporarily out of Board Chambers and Commissioner May having left the meeting	
Audio:	

Motion: Move Michael King and Tammy Norstum	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

(Continued on Page 48)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Continued…

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

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

(2) Reappoint Jeanette Moore (Elderly Consumer); or

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

Motion: Move Vivian Krumel Storey as one	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

Motion: Move Deborah Trocki	
Made by: Commissioner Barry	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

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

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Recommendation: That the Board take the following action concerning the acquisition of property located at 6425 Mobile Highway:

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

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

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

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

   This property is located in District One.

CHAIRMAN BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER BARRY

Motion: Move to approve Item 4 A, B, and C	
Made by: Commissioner Bergosh	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Speaker: Theresa Blackwell	
Audio:	

COMMISSIONER BARRY RELINQUISHED THE CHAIR TO CHAIRMAN BERGOSH

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. Recommendation: That the Board take the following action concerning authorizing a Request for Proposal to hire a professional planner for the OLF8 Master Plan:

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

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

CHAIRMAN BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER BARRY

Motion: Move Item 5-A, with the caveat that Item 5-B will be brought back to the next Committee of the Whole	
Made by: Commissioner Bergosh	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Speakers: Theresa Blackwell, Ralph Abagis, and Chester Holland	
Audio:	

COMMISSIONER BARRY RELINQUISHED THE CHAIR TO CHAIRMAN BERGOSH

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

Motion: To move to the October Committee of the Whole	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Speaker: Pastor Bill Adams	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

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

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

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

   C. Authorize staff to update the Application process accordingly for the 2018 Housing Tax Credit cycle.

   [Funding: Fund 120, SHIP (State Housing Initiatives Program) and/or Fund 124, Affordable Housing]

Motion: Move to approve Item 7 A, B, and C with 10% for the homeless and special needs	
Made by: Commissioner May	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

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

Motion: Move Item 1, 2, and 3, and 3 includes A and B	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

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

Motion: Move Item 1, 2, and 3, and 3 includes A and B	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

3. Recommendation: That the Board take the following action concerning approval of Mediated Settlement Agreement in the matter of Escambia County v. Rod Cooke Construction, Inc., et al., Case No. 2017 CA 001563:

   A. Approve a settlement in which the named Defendants pay Escambia County $451,000.00 in exchange for the execution of the settlement agreement and release of claims and that the County cooperate in obtaining a dismissal with prejudice of the pending lawsuit except for the cross-claim between Rod Cooke Construction, Inc. and Concrete Innovations, Inc.; and

   B. Authorize the Chairman to execute the proposed settlement agreement and release of claims, a copy of which is provided.

Motion: Move Item 1, 2, and 3, and 3 includes A and B	
Made by: Commissioner Barry	**Seconded:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON IV

1. Recommendation: That the Board approve the Proclamation recognizing and proclaiming October 6, 2018, as Japan-United States Military Program Day.

For Information: This Item was approved as Item C to Regular BCC Agenda Item 6. See page 4.
Audio:

2. Recommendation: That the Board approve the request from the MESS Hall to use County property as the site to display their "Foo Foo as Science on the Street" event for 2018.

Motion: Move "for Foo Foo [to have] permission to be able to do on-site stuff out there on Palafox"	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

3. Recommendation: That the Board discuss the upcoming 200th anniversary in 2021 of Escambia County, Florida.

Disposition: No action taken
Audio:

ANNOUNCEMENTS

1. FOR INFORMATION: Commissioner Bergosh announced that the first meeting of the District 1 Advisory Committee will occur next Thursday at 6:00 p.m. and invited the public to come out.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Regular Meeting of the Board of County Commissioners adjourned at 7:46 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: October 4, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14853 **Growth Management Report 10. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/04/2018
Issue: 5:45 p.m. - Cancellation of the Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:45 p.m. - Cancellation of a Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board cancel the 5:45 p.m., Public Hearing scheduled to adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board.

BACKGROUND:
Rezoning cases Z-2018-09, Z-2018-11, and Z-2018-13 were not heard by the Planning Board on September 4, 2018, due to the lack of a quorum.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14854 **Growth Management Report 10. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/04/2018
Issue: 5:46 p.m. - Cancellation of a Public Hearing Concerning the Review of Bridlewood Subdivision, a Planned Unit Development.
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:46 p.m. - Cancellation of a Public Hearing Concerning the Review of Bridlewood Subdivision, a Planned Unit Development

That the Board of County Commissioners (BCC) cancel the 5:46 p.m., Public Hearing scheduled to review the development plan for Bridlewood Subdivision, a Planned Unit Development (PUD), and confirm consistency of the plan with Land Development Code (LDC) requirements.

BACKGROUND:
The public hearing was not heard by the Planning Board on September 4, 2018, due to the lack of a quorum.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14856 **Growth Management Report 10. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/04/2018
Issue: 5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending LDC Ch. 3, Structure Setbacks and Minimum Lot Widths
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending Chapter 3 Regarding Structure Setbacks and Minimum Lot Widths

That the Board of County Commissioners (BCC) cancel the 5:47 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, to explain structure setbacks on lots with multiple street frontage, define minimum lot widths on small radius rights-of-way, establish a minimum lot width within the HC/LI zoning district, and establish a minimum side setback for single-family dwellings that may be within the Commercial and Industrial zoning districts.

BACKGROUND:

The public hearing was not heard by the Planning Board on September 4, 2018, due to the lack of a quorum.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14857 **Growth Management Report 10. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/04/2018
Issue: 5:48 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the DSM, Ch. 1 and LDC, Ch. 6, Definitions
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the Design Standards Manual, Chapter 1 and Land Development Code, Chapter 6, Definitions

That the Board of County Commissioners (BCC) cancel the 5:48 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Design Standards Manual (DSM), Chapter 1 and Land Development Code (LDC), Chapter 6, Definitions.

BACKGROUND:

The public hearing was not heard by the Planning Board on September 4, 2018, due to the lack of a quorum.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14911 **Growth Management Report 10. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/04/2018
Issue: 5:49 p.m. - A Public Hearing Concerning the Renewal of the Recycling Permit for an Asphalt/Concrete Crushing Recycling Facility
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 13009 Beulah Road, Cantonment, FL, Escambia County Landfill

That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 13009 Beulah Road, Cantonment, FL, owned by Escambia County.

BACKGROUND:

On October 19, 2017, the Escambia County Board of Commissioners (BCC) authorized the issuance a recycling permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 13009 Beulah Road, Cantonment, FL. The date of issuance of the recycling permit was October 19, 2017, (PSP #170600092). This permit is attached hereto as Attachment A.

Pursuant to the conditions of the approved Permit #PSP170600092 and the Escambia County Code of Ordinances governing renewal of such permit, the County received an application from Escambia County Perdido Landfill, requesting a Renewal Permit, prior to the expiration of the current permit on October 18, 2018.

The request renewal permit is attached, see Attachment B.

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

Attachment A
Attachment B

ATTACHMENT A

September 17, 2018

Mr. Horace Jones
Department Director
Escambia County
Development Services Department
3363 West Park Place
Pensacola FL, 32505

RE: Recycling Permit- Temporary Rock Crushing Operation
Escambia County Perdido Landfill
13009 Beulah Road, Cantonment FL 32533

Dear Mr. Jones:

The Perdido Landfill accepts residential demolition debris, which consists of: concrete, asphalt and brick and stores these materials in a designated area on-site. The stockpile is maintained in an area less than 1 acre. This material is often re-used onsite (un-processed) for erosion control or in road construction. In the past, as the size of the stockpile has reached capacity (estimated at 10,000 cubic yards) a rock-crushing contractor has been mobilized onsite to perform rock recycling. The processing generally lasts between 2-4 weeks.

Per the Escambia County Development Services Department, the proposed processing activity requires the landowner (Escambia County) to obtain a "Recycling Permit" as stipulated by the County's Recycling Ordinance. Therefore, please find enclosed our Recycling Permit Application including the required supplemental information.

Please call me at 850-937-2160 if you have any questions or comments on this letter.

Sincerely,

Brent Schneider, PE
Waste Services Engineering/ Environmental Manager

cc: Pat Johnson, Escambia County Waste Services

OPERATIONS PLAN
ROCK CRUSHING
PERDIDO LANDFILL
ESCAMBIA COUNTY WASTE SERVICES DEPARTMENT
ESCAMBIA COUNTY, FLORIDA

Prepared for:

Escambia County Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Prepared by:

Escambia County Waste Services Department
13009 Beulah Road
Cantonment, Florida 32533

September 17, 2018

INTRODUCTION

1.1 PERMIT BACKGROUND

Escambia County owns and operates an active Class I landfill known as the Perdido Landfill, located in Cantonment, Florida. The facility is managed and operated by the Escambia County Waste Services Department (WSD) under the jurisdiction of multiple State and/or Federal Permits. The Perdido Landfill occupies a total area of 424 acres which includes an active Class I Landfill, a closed Class I Landfill (FDEP Permit No. 0000667-031-SO-01), a Class III Landfill (FDEP Permit No. 0000667-033-SO-T3), a yard trash collection and processing facility, a waste tire collection center (FDEP Permit No. 0000667-034-WT-05), and a citizens' drop off center.

Per FDEP Environmental Resources regulations, the 424-acre site is regulated by an existing Stormwater Permit, No. 17-0000667-018-EI. The subject facility is also operating in full compliance with an issued Title V (NSPS) Air Permit, No. 0330246-008-AV. The subject facility is designed with a gas collection system, which regularly collects landfill gas and sends it to a blower flare station and then off-site to a gas-to-energy (GTE) facility operated by Gulf Power.

1.2 PURPOSE

The Perdido Landfill accepts demolition debris, which consists of: concrete, asphalt and brick and stores these materials in a designated area on-site. The stockpile is maintained in an area less than 1 acre. This material is often re-used onsite (un-processed) for erosion control or in road construction. In the past, as the size of the stockpile has reached capacity (estimated at 10,000 cubic yards) a rock-crushing contractor has been mobilized onsite to perform rock recycling.

Per the Escambia County Development Services Department, the proposed processing activity requires the landowner (Escambia County) to obtain a "Recycling Permit" as stipulated by the County's Recycling Ordinance. This Operations Plan is intended to supplement the WSD Recycling Permit Application.

A Site Plan is included as Exhibit A showing the location of the proposed operation.

1.3 OPERATION

Generally, the rock crushing contractor will possess a separate operating plan and be required to obtain any necessary permits to operate their equipment(s). It is the understanding of the WSD that the contractor will be required to possess an FDEP general air permit and will submit a "Facility Relocation Notification" form to the FDEP before operating. A copy of Escambia County's site-wide operations plan is included as Exhibit B. Additionally, the contractor will adhere to the operating conditions specified in the Escambia County's operation plan.

The project involves the crushing/recycling of up to 10,000 CY (cubic yard) of used concrete, asphalt and brick at the Perdido Landfill. The debris will be crushed on-site and will be recycled for use on-site as road construction material. The crushing machine will be located at the

stockpile area as shown in Exhibit A. The crushing operation will be contracted in accordance with Escambia County purchasing requirements. The contractor will be licensed, insured and possess all necessary permits.

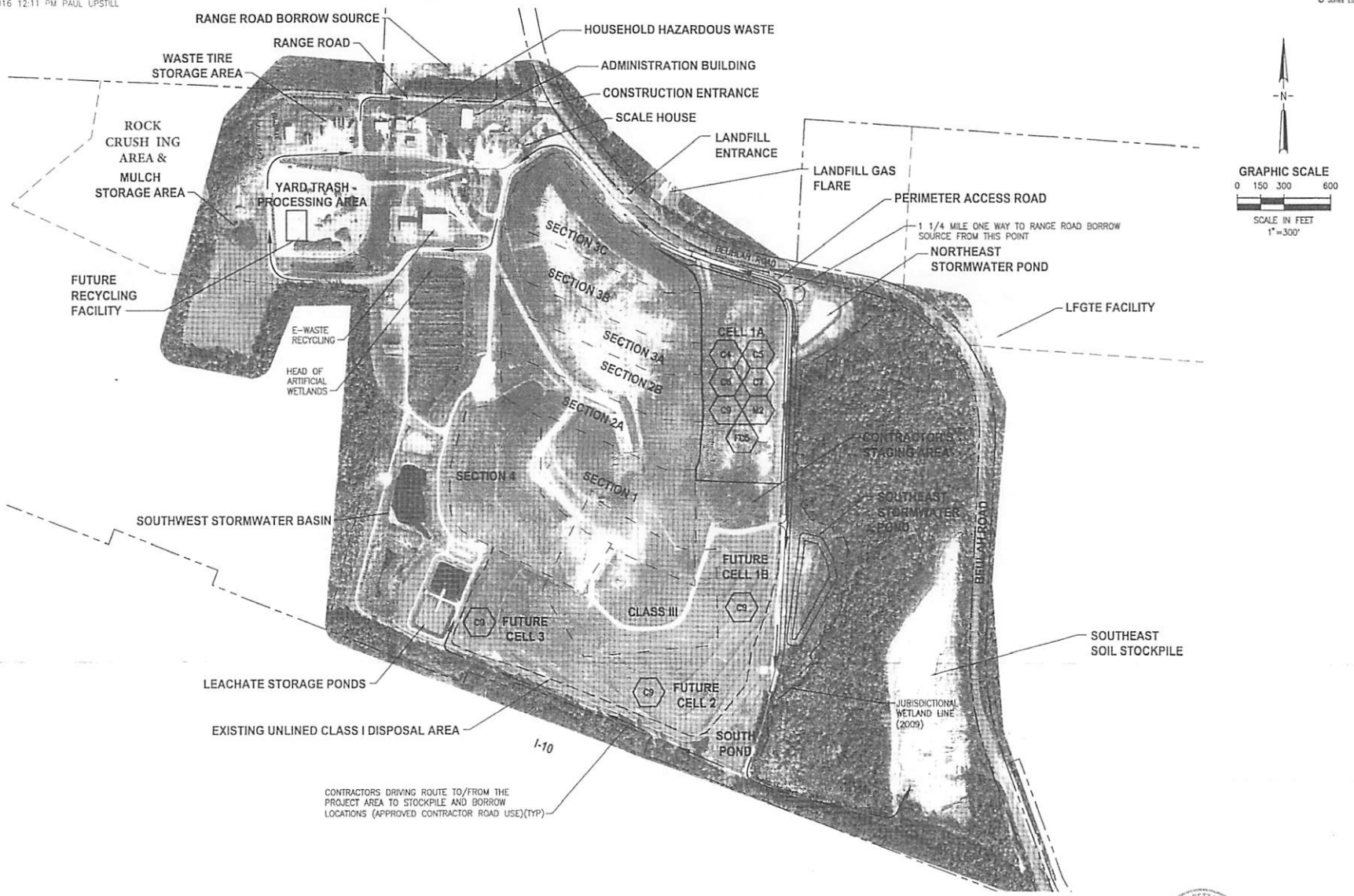
Quality control measures will be implemented by the engineering staff at the WSD, including monitoring the overall progress of the operation and to make sure that strict adherence to all County permits are being enforced. Most notably, air and stormwater quality should not be adversely impacted by the proposed operation. WSD staff will routinely inspect the site to ensure that existing drainage patterns and runoff are maintained in accordance with the site ERP Stormwater Permit. In addition, County staff may conduct environmental testing to determine and monitor respirable dust emission levels at the Perdido Landfill property. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 μg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 μg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing operations. The operation will be limited to non-windy days in addition to employing water spraying to limit dust emission and maintain compliance with the above requirements.

In accordance with the negotiated contractual price ($/ton), the processed material will be weighed using a loader bucket scale as a means of compensation. The processed material will be stored in a separate pile from the unprocessed material but still contained within the stockpile area footprint. At no point should the processed material be placed outside of the stockpile area. Upon mobilization, the operation is expected to last between 2-4 weeks.

EXHIBIT A

PLOTTED: 5/10/2016 12:11 PM PAUL UPSTILL

© Jones Edmunds 2234



AERIAL SOURCE: SETTIMO CONSULTING SERVICES, INC., FLIGHT DATE: 12-28-2015

PERMIT

SAVED: 5/10/2016 9:10 AM PUPSTILL \\JEACAD\DRAFTING\05050 ESCAMBIA COUNTY\057 02 PERDIDO SECT 5 CELL 1A\CONTRACT DRAWINGS\CIVIL\05050057702-C01.DWG

LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED GREINHART
DRAWN PUPSTILL
CHECKED MHADLOCK

JONES EDMUNDS
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

PERDIDO CLASS I LANDFILL
SECTION 5 CELL 1A EXPANSION CONSTRUCTION
ESCAMBIA COUNTY, FLORIDA

SITE PLAN AND KEY MAP

CERTIFICATE OF AUTHORIZATION #1845
GEORGE ALBERT REINHART
STATE OF FLORIDA
LICENSED
GEORGE A. REINHART
P.E. # 66516

DATE	PROJECT NO.
MAY 2016	05050-057-02
SCALE	DWG. NO.
AS NOTED	C1

EXHIBIT B

PART K
LANDFILL OPERATION REQUIREMENTS

This section presents the Operations Plan for the Class I Landfill, Class III Landfill, Yard Trash Processing Facility (YTPF), Waste Tire Collection Center (WTCC), Household Hazardous Waste Center (HHWC), and the Citizens Convenience Center (CCC). The intent of this plan is to give the employees a general understanding of the overall operation of the facility and provide a guideline for disposal operations and facility maintenance as required by the FAC. In addition, training requirements for operator positions as well as other facility operating procedures are outlined. For the Operations Plan for the Materials Recovery Facility (MRF) currently in development please see Attachment 13 of the Response to FDEP Request for Additional Information dated June 9, 2016.

1. TRAINED OPERATOR

In accordance with Section 62-701.500(1), FAC, the Escambia County Waste Services Department (WSD) has provided Landfill Operator Certification training for key supervisory staff. A list of currently certified personnel is included in Attachment K.1. As required by Section 62-701.500(6), FAC, a State-certified Landfill Operator will be on site during periods when waste is being received by the facility. Additionally, a trained spotter will be on site during waste placement activities at the Class I Landfill working face, and a spotter will be on site at the CCC during hours of operation.

2. LANDFILL OPERATION PLAN

a. Operating and Maintenance Personnel

Overall management of the landfill facility and general direction of landfill operations are the responsibility of the Director of Waste Services Department, whose office is at the Perdido Landfill. The Director's responsibilities include the following:

- Managing environmental compliance for the facility.
- Managing personnel requirements for the facility, including hiring of supervisory and operating personnel and providing for their training and orientation.
- Ascertaining the equipment and facilities needs for the landfill and initiating requests to the WSD for new equipment or facilities.
- Implementing the Operations Plan for the facility.

In the absence of the Director, the Engineering & Environmental Manager performs the duties and assumes the responsibilities of the Director. Support staff such as administrative personnel, equipment operators, maintenance personnel,

and engineering support personnel are employed to facilitate operations at the landfill. Field operations will be managed by the Waste Services Operations Supervisor. Assisting the Operations Supervisor is a Field Supervisor. Operations include landfill construction and maintenance. Grounds Maintenance Section falls under Operations. The Maintenance Section is responsible for maintaining and repairing the new and existing vegetation, erosion protection measures, newly installed stormwater control systems, and other site facilities.

b. Emergency Preparedness

In the event of inclement weather, accidents, fires, receipt of unauthorized waste, equipment breakdown, or spills, the appropriate provision of the Emergency Response and Contingency Plan (on-site document) will be implemented immediately. Amendments will be made to this plan if it is found to be deficient during an emergency or if the facility design, operations, or maintenance changes. Incidents that would require the assistance of outside emergency response agencies will be handled by conventional means (e.g., call 911). In the event of a natural disaster, contingency operations will follow the procedures set forth in the Escambia County Comprehensive Emergency Management Plan (CEMP) as adopted by the Escambia County Board of County Commissioners is available on the internet: http://www.myescambia.com/community/comprehensive-emergency-management-plan. Due to the size of the CEMP, it is not attached to this permit application package. The County will ensure that backup equipment will be obtained within 24 hours of equipment breakdown in accordance with Rule 62-701.320(16)(b), FAC.

Equipment Failure

Sufficient backup equipment will be provided on site for equipment breakdowns and downtime for normal routine equipment maintenance. In the case of major equipment failure, arrangements with contractors and rental equipment dealers will be made to furnish equipment on a short-term basis.

Inclement Weather Operations

During rainy weather, care will be taken to maintain access to the working face along on-site roads. It may be necessary to grade out ruts more frequently than during normal operations or to apply roadbase material to the on-site roads to counteract the effects of the rain. A stockpile of material to use in maintaining passable access roads during wet weather is available within the site.

During extremely windy periods, the potential for problems with windblown litter increases. Depending on actual site conditions and the location of filling activities, erecting litter control fences in the vicinity of the Class I Landfill may

be necessary. Litter control for the Class I Landfill will continue at the present level for the operations permit renewal period.

Personal Injury Accidents

In the event of a personal injury at the site, the nature and extent of the injury will be determined and emergency first-aid techniques administered as necessary. Several first-aid stations are available at the facility. If the injury appears to require professional medical attention, emergency assistance will be obtained by calling 911. If the injury requires non-emergency medical attention, the injured party will be transported by conventional means to a place of professional medical care (i.e., hospital, emergency room, doctor's office, clinic).

Vehicular Accidents

In the event of a vehicular accident at the site, a determination will be made regarding the feasibility of safely moving the vehicle under its own power. If possible, the vehicles will be moved out of the way of normal traffic flow. If the vehicles cannot move under their own power and are interrupting traffic flow, the vehicles will be pushed out of the way using on-site equipment. The Site Supervisor will be notified, and arrangements to have the disabled vehicles removed will be made at the direction of the Waste Services Director.

Fire

In case of a landfill fire, a four-wheel-drive articulated hauler with a 5,000-gallon water capacity (including on-board water cannon) will be used to extinguish small fires. Larger fires will be controlled using earth excavation and transport machinery (e.g., dump trucks, bulldozers, backhoes) to excavate earth and transport it to the edge of the fire. The bulldozers will then spread the earth onto the fire and smother it by working from the sides of the fire toward the center. A compactor will roll the freshly placed soil to densify the soil, thereby decreasing air intrusion through the soil into the burning landfill. If the fire cannot be extinguished by WSD personnel, the local fire department will be called.

During a fire, placement of all waste in the area impacted by the fire will be suspended in accordance with Rule 62-701.320(16)(c)2, FAC. Placement of combustible waste in the area of the fire can only resume after a thorough inspection by the Solid Waste Director. In the event a fire cannot be extinguished or controlled in one hour, FDEP will be notified in accordance with Rule 62-701.320(16)(c)3, FAC. If a fire is unable to be controlled within 48 hours, any neighbors likely affected by the fire will be notified in accordance with Rule 62-701.320(16)(d), FAC.

In the event of a fire in or on landfill equipment, the following procedures will be followed by the equipment operator(s) or other nearby landfill personnel:

- Use the onboard fire-extinguishing equipment.
- If possible, safely and immediately move the equipment away from the refuse to solid ground, shut off the engine, drop blade, etc.
- Signal other operators in the immediate area of the fire via radio or by hand signals.
- Evacuate the vehicle.
- Extinguish any reoccurring fires with the fire suppression equipment onboard the landfill vehicles and use the fire truck as a backup if warranted.
- Keep charged fire extinguishers at the scalehouse, the administrative office, the RMPF, the pump houses, and the maintenance building, and within the construction equipment at all times.
- Call the local fire department (e.g., call 911).

Chemical Fires

Waste coming through the scalehouse is observed to minimize the possibility of chemicals capable of starting a fire being placed in the landfill. If a chemical accident does occur, the following steps will be taken:

- Call the local fire department (e.g., call 911).
- Secure the area and keep personnel upwind of the fire.

c. Waste Control

The WSD will control the types of waste disposed within the Class I Landfill. The scale operator will visually screen, to the maximum extent practical, each load of waste entering the landfill. After visual inspection, the scale operator will direct the delivery vehicle to the appropriate disposal area (i.e., Class I Landfill, CCC area, Waste Tire Collection Center, Yard Waste, Household Hazardous Waste).

The WSD will have a trained spotter designated full-time for the Class I Landfill area and at the CCC. Spotters and equipment operators at the active disposal areas will also screen incoming wastes as they are unloaded. The spotters and equipment operators will be trained in the identification of wastes suitable for disposal within the disposal areas.

If waste not suitable for disposal within the Class I Landfill is identified by the spotter or equipment operator, the spotter or equipment operator will be responsible for isolating the suspect waste and preventing its inclusion into the landfill. If the waste owner is still on site, the owner will be directed to reload the

suspect waste into the transport vehicle and remove the waste from the landfill facility. If the waste is regulated hazardous waste, the operator will promptly notify FDEP, the person responsible for shipping the material, and the generator of the waste (if known). The area where the waste was deposited shall be cordoned off from public access in accordance to Rule 62-701.500(6)(b), FAC.

If the waste owner or hauler cannot be identified, the waste will be evaluated by the Supervisor. The waste will not be moved until it has been determined that the waste is unacceptable. If the Supervisor determines the waste is not suitable for disposal within the landfill, Operations Supervisor or Director will be notified for additional assessment of the waste. The final disposition of the waste will be determined by the Solid Waste Chief of Operations or Director. If the waste is regulated hazardous waste and the hauler and generator cannot be identified, the landfill operator will ensure the cleanup, transportation, and disposal of the waste at a hazardous waste facility. Subsequently, a record of the decision will be placed into the daily operations file for the facility.

Personnel working within the CCC area also act as spotters in the screening of wastes received from the general public that is not directed to the working face of the landfill for disposal. Waste disposed at the CCC area that is determined to be unsuitable for Class I disposal will be handled in a similar manner to unsuitable waste observed at the working face, as previously described.

The Escambia County Board of County Commissioners and Emerald Coast Utilities Authority (ECUA) have a 3-year interlocal agreement for ECUA to grind/screen yard waste. Waste Services collects yard trash at the Perdido Landfill, and ECUA transports this material to ECUA composting facility.

d. Weighing of Waste

Incoming waste will be weighed before disposal in the landfill. Weighing will be accomplished by a dual-scale system (two inbound scales and one outbound scale). Each scale measures 60 feet long by 10 feet wide with a capacity of 100,000 pounds. The scales are fully automated and computerized with data storage and retrieval capabilities for daily record keeping and reporting. Customers will be issued receipts at final weighing upon exiting the site.

Records will be retained by the WSD at the Perdido Landfill administration office. Report outputs include daily, month-to-date, and year-to date totals of waste received from the various haulers. The records are available to FDEP for review at the landfill and will be submitted to FDEP annually by February 1 of each year in accordance with Rule 62-701.500(4)(a), FAC.

e. Traffic Control and Unloading

In accordance with Rule 62-701.500(11)(g), FAC, signs located at or near the entrance indicate Escambia County as the operating authority and provide traffic flow instructions to vehicles (e.g., to the Class I landfill, CCC), hours of operations, and disposal restrictions.

The approach to the working face will be maintained in an accessible condition so that two or more vehicles may safely unload simultaneously side-by-side. Upon completion of the unloading operation, the vehicles will immediately leave the working face area. Entrance and exit haul roads will be provided (both temporary and permanent) and will be maintained to facilitate unloading operations in the future. WSD personnel will direct traffic as necessary to expedite safe movement of vehicles and to ensure that waste transport vehicles dump within the designated area.

No scavenging or salvaging will be permitted at the working face except for such operations that have received prior approval from the WSD and that are conducted as a part of a recycling or materials-recovery program.

f. Filling Waste

Waste elevations in Sections 1 through 4 have reached a similar elevation, so waste is being placed in these Sections in continuous lifts from south to north and then from north to south. The waste lift thickness will be in accordance with Part K.7. The Filling Sequence Plan (Appendix A) delineates the filling sequence to reach elevation 240 feet and then beginning operation in Cell 1A. In Cell 1A waste will be filled near the north boundary, progressing south, and then westward filling against the existing landfill slope. The final sequence will include vertical expansion over the lined area up to proposed permitted grades as shown in the Conceptual Final Cover Plan (Appendix A).

g. Waste Compaction and Application of Cover

See Part K.7.

h. Gas, Leachate, and Stormwater Controls

See Parts K.8, K.9, and K.10.

i. Water Quality Monitoring

Water quality monitoring is described in Park L.

j. Maintenance of Leachate Collection System

Jet cleaning of leachate collection pipes in Sections 1, 2A, 2B, 3A, 3B, 3C, and 4 was performed in accordance with Rule 62-701.500 (8)(h), FAC and the current site permit. The recorded data is on file at the site and available for inspection upon request.

3. DESCRIPTION OF THE LANDFILL OPERATION RECORD

The WSD keeps information regarding current permits, permit modifications, permit applications and supporting documentation, operational records, monitoring information, water quality records, and annual estimates of remaining site life and capacity at the administrative offices. The records are available for review.

4. WASTE RECORDS

Waste entering the site is weighed at the scalehouse (except for ash haulers, which amounts to approximately 1,400 cubic yards of ash per week). Incoming waste is classified into appropriate categories. This classification determines how the waste is processed at the site. Records are kept on the tonnages received for each category of waste. Reports are compiled monthly with copies provided to FDEP annually in accordance to Rule 62-701.500(4)(a), FAC.

5. METHODS OF ACCESS CONTROL

Access to the site is controlled by a perimeter fence and lockable gate. Incoming traffic must pass by the scalehouse. An attendant is on duty at the scalehouse during hours of operation.

6. LOAD CHECKING PROGRAM

Incoming loads are routinely checked at the scalehouse to verify that the waste has been properly classified and that no waste is accepted that is unsuitable for disposal. Three random loads of solid waste delivered to the site will be checked each week. The waste collection vehicle drivers selected by WSD staff will direct the vehicle operator to discharge their load at a designated location within the Class I Landfill. The waste will be inspected for unauthorized waste. If unauthorized hazardous wastes are found, FDEP will be notified. In addition, WSD staff will contact the generator, hauler, or other party responsible for shipping the waste to the landfill in order to identify the waste source.

If regulated hazardous waste is found, the operator will promptly notify FDEP, the person responsible for shipping the material, and the generator of the waste (if known). The area where the waste was deposited shall be cordoned off from public access in accordance to Rule 62-701.500(6)(b), FAC. The waste hauler and generator will be directed to remove all unauthorized waste from the facility. If the waste hauler and generator cannot be identified, the landfill operator will ensure the cleanup, transportation, and disposal of the waste at a hazardous

waste facility. The landfill operator will inspect subsequent waste loads from sources found to be responsible for shipping regulated hazardous waste.

Other unauthorized waste materials such as white goods, and tires are pulled from the working face and placed in pick-up trucks, in bins, or to the side away from traffic. To ensure the health and safety of the spotters, if tires are observed in the waste while the waste is being pushed, the tires will be staged at the end of the slope and picked up at the end of the day.

Hot loads are loads that include waste material that is on fire or that is smoldering and may ignite into open flame when unloaded for disposal. The scale operator, Class I Landfill spotters, and equipment operators will continually be on the lookout for hot loads. Any hot load found will be dumped on an unfilled area away from the active area of the landfill. The load immediately will be covered with soil if a fire is imminent. The waste will not be incorporated into the landfill until it has cooled completely and the fire hazard has been mitigated.

7. PROCEDURES FOR SPREADING AND COMPACTING WASTE

a. Waste Layer Thickness and Compaction Frequencies

Solid waste will continue to be spread and compacted on the working face through repeated passes of the compaction equipment, forming a layer with a compacted thickness of approximately 2 feet. A minimum of four passes of the equipment is recommended. Several such layers may be created, one above the other, in a day's operation.

The waste compaction equipment will spread and compact the solid waste into the working face in a continual operation immediately after each load is received. This will minimize the amount of time that uncompacted solid waste is exposed to weather conditions and should help prevent escape of windblown materials. The spreading operation also will distribute material evenly across the working face, particularly those materials that are difficult to landfill because of bulk, shape, or other factors.

The working face of the landfill will be formed into a cell of compacted solid waste at the end of each day's operation. The width and length of the working face will be kept as small as practical to minimize the amount of cover materials required at the end of the day's operation.

Proper spreading and compaction of waste are necessary to conserve the usable landfill airspace and to minimize future (post-closure) settlement of the landfill cover system.

The equipment operators will continue to work to achieve the greatest possible compaction while minimizing voids in the fill, including working smaller-sized waste into voids formed by larger, bulky waste.

Any sloped areas where the single liner system was not covered with protective soil during construction will have protective soil placed on it as waste is added to the cell. The protective soil layer will be pushed up onto the single liner system meeting all requirements of Rule 62-701.400(3), FAC.

b. Special Considerations—First Layer

The first layer of waste will be placed above the liner and leachate collection system in a new phase and will be a minimum of 4 feet in compacted thickness. This select waste will consist of residential wastes only and contain no large rigid objects that could damage the liner or leachate collection system. Compaction vehicles spread this first layer of select waste on the floor of the cell. Landfill equipment will not travel on the exposed cover material (sand) above the landfill liner. This first layer of waste will help cushion the liner from the heavy compactor equipment, thereby preventing damage to the synthetic liner and leachate collection system. The waste layer will progress vertically up as the side slopes are being filled with compacted thickness of 4 feet of select waste layer. The protective cover along the side slopes of the berm will be installed before waste fill.

c. Slopes and Planned Lift Depths of the Working Face

The final cover installation will be constructed at slopes no steeper than 3 feet horizontal to 1 foot vertical (3H:1V) in accordance with Rule 62-701.600 (5)(e), FAC. Waste lift depths will be a maximum of 20 feet thick.

d. Width of the Working Face

The area of the working face in the Class I area will be maintained as small as possible, with a maximum width of 200 feet and a fill height of 20 feet. The working face slope will be maintained at a maximum slope of 3H:1V.

The weekly cell dimensions will be modified based on the actual volume of waste delivered to the landfill and the influence of side slopes and existing contours. Also, the direction of waste placement may vary from time to time depending on site-specific conditions.

e. Initial Cover

As approved by FDEP, soil, ash, mined waste, processed mulch, auto-shred fluff, and\or tarps are used over exposed Class I waste at the end of each working day. In addition, processed mulch is used for initial cover as a beneficial reuse of a processed waste. These cover materials will minimize vector problems and help mitigate windblown litter and fire potential. The cover materials also help reduce odors and reduce the quantity of water from precipitation that infiltrates into the waste. The initial cover will be composed of soils obtained from landfill mining in Section 5, on-site borrow areas, ash from a local paper mill, processed mulch (processed on-site), or a rain tarp. Flagging from mined waste will be removed and landfilled. The initial cover material will be spread over the exposed Class I waste in a 7- to 12-inch-thick loose lift. The initial cover will not be removed before placement of successive lifts of waste. The tarp will be removed before placement of successive lifts.

f. Application Procedures of Initial Cover

As previously described, a minimum 6-inch-thick soil, mined waste, mulch, auto-shred fluff, ash, or a tarp will be placed over exposed Class I waste at the end of each working day.

g. Application Procedures of Intermediate Cover

An additional 12-inch-thick layer of soil will be placed over areas of the Class I landfill previously covered with initial cover, after the area has been filled to the final grading contours or over areas that will not receive additional solid waste for a period exceeding 180 days, as required by Rule 62-701.500(7), FAC.

The intermediate cover layer will be spread in 6-inch-thick loose lifts and compacted by multiple passes of the equipment used to spread the soil (likely a bulldozer). On the outside slopes where design intermediate cover grades have been achieved, waste will not be placed above the intermediate soil cover layer. For phases that will receive additional waste (e.g., internal slopes), the intermediate cover will be removed and stockpiled before additional waste placement. The stockpiled soil will subsequently be reused as cover material.

h. Time Frames for Applying Final Cover

Final cover placement is not addressed in this Operation Plan. Final cover placement will be performed in accordance with a final closure plan to be submitted at least 90 days before completion of filling in the Class I Landfill, in accordance with Rule 62-701.600(3), FAC. The final cover may be composed of a geomembrane cover overlain by a geocomposite and a 24-inch-thick protective

soil layer or other equivalent final cover systems. The final cover vegetation will consist of grass (either broadcast seed and mulch, or sod-see the Final Cover Details on Sheet D-6 of the Project Plans).

i. Scavenging and Salvaging Control

Scavenging and/or salvaging are not permitted at the Perdido Landfill.

j. Litter Policing Methods

Litter is collected daily by on-site WSD personnel and inmate labor. Inmates regularly will collect windblown litter from the areas surrounding the landfill, the approach and access roadways, and the office areas.

k. Erosion Control Procedures

Areas that have received intermediate or temporary final cover will be immediately vegetated by sod, processed mulch, or seed and mulch. The vegetation/mulch will reduce erosion damage while increasing stormwater removal by evapotranspiration. In addition, silt fences will be installed in strategic locations to collect sediment transported by stormwater from areas that have received intermediate or temporary final cover.

Procedures are implemented to minimize the potential for stormwater run-on and run-off from existing soil borrow and stockpile areas. Additional erosion and sediment control measures minimize the potential for sediment transport to decrease turbidity and corresponding iron concentrations at surface water compliance points.

8. OPERATIONAL PROCEDURES FOR LEACHATE MANAGEMENT

The leachate management system collects leachate from various collection points in the landfill, conveys it to the leachate storage basins, and then pumps the leachate to the Publicly Owned Treatment Works (POTW) via a force main. Based on typical rainfall events, the WSD pumps an average of 18.7 million gallons per year from 2010 to 2015 (equating to 1.6 million gallons per month or 52,000 gallons per day) of leachate to the POTW. Annual leachate quantities have decreases since 2010. The existing leachate storage and pumping system has ample capacity to dispose of the increased leachate flow to the POTW's leachate pumping station. The major components of the leachate management system include the following:

- Main Leachate Pumping Station (adjacent to leachate storage basins).
- Existing two leachate storage basins, double-lined with a 60-mil HDPE geomembrane and with a total storage capacity of 4.3 million gallons.

- A leak detection system in each storage basin used to detect leakage through the primary HDPE liner.
- One aerator in each storage basin to provide primary treatment via oxidation.
- Underground force mains to convey the leachate from the landfill, to the storage basins, and to the POTW's pumping station/force main.
- A leachate tanker truck loading area and secondary containment area.
- A flow meter at the force main pump station to monitor the leachate flow rate.

Leachate in Sections 1, 2, 3, and 4 flows into the respective leachate manholes (e.g., leachate manholes No. 1, 2A, 2B, 3C, 4A and 4B) and is then pumped into a common force main that discharges into one or both of the leachate storage basins. The leachate collected from Section 5 Cell 1A will be conveyed to existing storage basins using a force main. Leachate collected from future Section 5 Cells 1B, 2, and 3 will be conveyed to existing storage basins using a force main.

a. Monitoring, Sampling, Analysis, and Data Results

Leachate flow is measured using the discharge flow meter at the force main pump station. A new telemetry system for controlling the leachate collection system is being evaluated to include state-of-the-art electronic controls and monitoring equipment.

b. Collection and Removal System

The existing leachate pump stations and the proposed Section 5 sumps have submersible pumps that require very little operator attention or maintenance. Routine maintenance is performed to keep the systems operational.

c. Regulation as a Hazardous Waste Due to Regulations Change

The WSD is committed to operating in compliance with appropriate rules and regulations. If regulations change, the WSD will evaluate the changes and modify its operation as needed.

d. Offsite Discharge and Treatment

The POTW has agreed to accept leachate from the landfill for treatment and disposal. A flow meter at force main pump station records flow entering the manhole. Accumulated leachate flow at the force main pump station is recorded and compared to the flow records from the leachate surge basin pumping station records to verify accuracy.

e. Contingency Management Plan

A leachate tank-truck loading facility is available for loading leachate into tank trucks for off-site disposal if the POTW facility is not available or if the pipeline to the POTW facility is out of service.

The two leachate storage basins provide storage of leachate collected from the landfill. Each basin has a storage capacity of over 2 million gallons. Leachate typically is stored in one basin, while the other remains at a low level for use as emergency overflow storage. The leak detection system between the double-lined containment system is checked weekly.

f. Recording Quantities in Operating Record

The leachate management system keeps daily records of leachate flow from each of the leachate pump stations and the force main pump station. The records are kept on site with other operational records.

g. Comparing Precipitation with Leachate Generation in Operating Record

Precipitation and leachate collection/disposal quantities are reviewed periodically to discern unusual increases or decreases in leachate generation/collection.

h. Water Pressure Cleaning or Video Inspecting

See Part K.2.j.

9. IMPLEMENTATION OF GAS MANAGEMENT SYSTEM

Quarterly landfill gas (LFG) monitoring is conducted by County personnel at perimeter monitoring probes and in on-site buildings. The locations of LFG monitoring probes will not be changing (see Appendix A).

If methane is detected in concentrations greater than the regulatory limit (100% of the lower explosive limit at the property boundary or 25% of the lower explosive limit within structures), the WSD will evaluate potential measures to correct the exceedances (e.g., install additional LFG extraction wells, adjust the existing LFG recovery system). If an unacceptable concentration of methane is detected in a monitoring location (probe or on-site structure), the WSD will immediately take appropriate actions to protect human health, notify FDEP, and re-monitor the location during each of the next 3 days. During this time, the WSD will evaluate potential causes of the exceedance (e.g., operation of LFG recovery system) and implement procedures to remedy the situation, if exceedances persist after the third day. Within 7 days of the initial exceedance, the WSD will submit a remediation plan to FDEP in accordance with Rule 62-701.530(3)(a)(2), FAC. Additional information regarding landfill gas monitoring is included in Part N.

The Perdido Landfill is subject to the New Source Performance Standards (NSPS/Title V) for municipal solid waste landfills. Under these Standards the WSD is required to conduct quarterly surface emissions monitoring to ensure the proper operation of the LFG collection system. The monitoring is accomplished using a portable flame ionization detector while traversing the landfill at 30-meter intervals, holding the probe inlet 5 to 10 centimeters above ground. Repairs are conducted to remediate the areas where readings exceeding 500 parts per million of methane are recorded. Repairs made to correct a surface emission exceedance may include patching holes in the cover system, repairing soil and sod erosion, repairing cracks in gas wells, or repairing gas header and lateral piping.

The surface emissions monitoring will be conducted quarterly and pursuant to the requirements of the Title V permit for the facility. Reporting required by the Title V permit is forwarded to the FDEP Northwest District Air Resources and Waste Management Permitting Section.

10. OPERATING AND MAINTAINING STORMWATER MANAGEMENT SYSTEM

The stormwater collection and control system is permitted through FDEP ERP Nos. 17-0000667-18-EI and 17-0000667-030-EM. Stormwater runoff from the landfill is collected in swales, drop inlet structures, and piping and conveyed to the infiltration ponds. The Northeast Pond collects stormwater from the north side of the landfill. The proposed Southeast Pond is being constructed, and the existing South Pond will remain active until construction of the next Section 5 cell. The south conveyance channel includes ditch check dams that provide a process of natural settlement of stormwater before it reaches the Southwest Pond. Stormwater runoff from the west side of the landfill is conveyed to the Southwest Pond. Discharge is into on-site wetlands and conveyed off site. The Conceptual Final Cover Plan (Appendix A) shows the proposed landfill terraces and let-down structures.

Inspection of Stormwater Management System

The stormwater management system will be inspected monthly by WSD personnel. A report of the inspection will be prepared and the reports will be maintained at the site.

The results of the inspection will be recorded on the Report of Stormwater Management System and Erosion Control Inspection forms. The facilities inspected will include the landfill side slopes and side slope drainage features, concrete drainage swales, the South Pond, the Southwest Pond (wet detention), the Northeast Pond (sand filter), the YTPF Pond (sand filter), the proposed Southeast Pond (dry retention), and the miscellaneous drainage structures located at the site. The inspector will record information including erosion, sedimentation, cracking, or damage to concrete structures, health and appearance of vegetation, and any changes observed from the previous inspection period.

Northeast and YTPF Pond (Sand Filter) Monitoring Plan

These ponds were constructed as sand filter treatment ponds, with the sand layer providing filtering of the stormwater entering the ponds. A pipe and geo-net drainage system installed below the sand layer routes the water passing through the sand to the outlet structure. The design of the sand filter facilitates minor reductions in the hydraulic conductivity of the sand without reducing the treatment time. Over time the deposition of sediment over the surface of the sand filter reduces the efficiency of the sand filter system. Periodic cleaning of the system will be performed as needed.

A staff gauge is installed in the interior of each pond, secured to the side of the outlet structure along the east side of the pond. The staff gauge can be read from the side slopes of the pond without having to enter the pond. The staff gauge is installed so that the top of the sand filter is the zero value on the gauge. The gauge is incremented in tenths of a foot, for a minimum of four feet above the top of the sand filter.

The performance of the sand filters will be monitored at least monthly during April through October and bi-monthly from November through March. The following procedures will be followed for each sand-filter monitoring event:

Monitoring will be performed immediately following a rainfall event sufficient to result in at least 12 inches of water in the pond. Monitoring will not begin until only de minimis additional drainage is observed entering the sand filter from the sedimentation pond. If rainfall begins before completion of the monitoring, the monitoring event will be terminated and restarted (by retaking the initial readings) after the rainfall event.

- An initial reading of the time and water depth (as measured on the staff gauge) will be recorded. The water depth will be recorded in feet (Note: Fractions of tenths of feet will be estimated based on observation of the water level in relation to the tenths of a foot markings on the staff gauge). The time will be recorded in hours and minutes and then converted to hours and hundredths of hours (i.e., 8:15 a.m. = 8.25 hours; 1:35 p.m. = 13.58 hours).
- A final reading of the time and water depth will be performed 4 to 8 hours after the initial reading. The second reading will be performed in the same manner as the initial reading, as described above.
- The initial and final time and water level values will be plotted on a drawdown graph maintained at the site for review.

Northeast, and YTPF Ponds (Sand Filter) Periodic Maintenance

If the sand filter monitoring indicates maintenance is required, the following procedures will be followed:

- The sediment layer will be carefully scraped from the surface of the sand filter by a low ground pressure bulldozer or front-end loader. The equipment operator will confirm that the underlying piping is not damaged during the scraping activities.
- Scraping will be performed in a manner that minimizes the passes required over the sand filter.
- Sediment removed from the sand filter will be transported to the working face of the landfill for use as daily cover or stockpiled for future use.
- Sand will be replaced as need to reach design grades the top of the sand filter will be smoothed.

11. EQUIPMENT AND OPERATION FEATURE REQUIREMENTS

a. Sufficient Equipment

The following landfill operating equipment owned by the WSD is used at the site:

- 2 landfill compactors
- 2 heavy dozers
- 2 medium dozers
- 1 light dozer
- 2 front loaders
- 2 excavators
- 4 all-terrain dump trucks
- 1 farm tractor
- 1 backhoe loader

b. Reserve Equipment

Multiple compactors, dozers, dump trucks, and excavators provide redundancy at the current waste flow rate and allow the WSD to operate the site with one piece of equipment down for maintenance or repair. Additional equipment is available from local rental agencies in the event of multiple equipment failures. The county will ensure that backup equipment will be obtained within 24 hours of equipment breakdown in accordance with Rule 62-701.320(16)(b), FAC.

c. Communications Equipment

The WSD uses two-way radio systems for communication between operators, screeners, and administrative personnel at the site. Telephones are also available at the scalehouse and landfill office for calling offsite.

d. Dust Control

The WSD will maintain a four-wheel-drive articulated hauler, 5,000-gallon water capacity, equipped with front and rear spray nozzles for dust control. If excessive dust is observed on the haul roads or in the borrow area, water will be sprayed over the problem areas with the tanker truck.

e. Fire Protection and Emergencies

See the Escambia County CEMP:
http://www.myescambia.com/community/comprehensive-emergency-management-plan.

f. Litter Control Devices

In accordance with Rule 62-70 l.500(7)(j), FAC, litter patrols (composed of inmate labor as described above) will collect litter periodically.

g. Signs

The WSD will maintain signage at the site. The signage will indicate the location of applicable disposal areas, office and maintenance locations, speed limits, description of types of waste suitable for disposal at the facility, and other general information.

A sign located at the entrance to the landfill indicates the types of waste suitable for disposal within the Class I landfill and that attempting to dispose of inappropriate waste within the landfill will result in the delivery personnel having to reload the waste and remove it from the site.

12. ALL-WEATHER ACCESS ROAD, INSIDE PERIMETER ROAD, AND OTHER ROADS

Access to the site is provided by an existing paved access road. The access road enters the landfill facility from Beulah Road (CR 99), passes through the scalehouse facility, and continues to the maintenance area, offices, and landfill. The main access road is constructed as an all-weather road. Access to the site is controlled by a perimeter fence and lockable gate.

Access to the Class I Landfill is from the roadway along the north and east sides of the landfill or along the west side of the landfill, depending on the sequence of waste placement.

13. ADDITIONAL RECORD KEEPING AND REPORTING

a. Permit Applications Records

Supplemental information used in preparing permit applications is kept for the design life of the landfill.

b. Monitoring, Calibration, and Maintenance Records

The WSD also keeps monitoring records on groundwater, surface water, weather, and waste quantities at the landfill. Copies will be submitted to FDEP at such time as are designated in the applicable FDEP permits or rules. These records will be kept for a minimum of 10 years.

c. Annual Estimates and Life Spans

An estimate of the remaining site life for the permitted Class I landfill will be prepared annually for submission to the FDEP.

d. Archiving and Retrieving Records

Records that are more than 5 years old and required to be retained may be archived. Archived records will be accessible for inspection within 7 working days.

ATTACHMENT K.1

LIST OF CERTIFIED LANDFILL PERSONNEL

Escambia County
Waste Services Department
Trained Personnel

Attachment K.1

Name	Initial Date	Hours Required	Expiration Date
Richard Blocker	3/26/2015	16.00	3/25/2018
Jimmy Carter	11/17/2006	16.00	11/16/2018
Russ Davis	6/23/2006	16.00	6/22/2018
James Dixon	5/26/2010	0.00	5/25/2016
John Gilly	11/18/1994	16.00	11/17/2018
Stanley Gray	9/6/2013	8.00	9/5/2016
Gary Gunn	2/24/2006	12.00	2/23/2018
James Howes	9/6/2013	0.00	9/5/2016
Pat Johnson	5/20/1994	16.00	5/19/2018
James Lewis	3/27/2014	16.00	3/26/2017
Dennis Rigby	11/21/2008	0.00	11/20/2017
Robert Robinson	2/24/2006	12.00	2/23/2018

ATTACHMENT K.2

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

ESCAMBIA COUNTY

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

Pensacola, Florida

Resolution #97-118

RESOLUTION

WHEREAS, Chapter 252, Florida Statutes, assigns to the Board of County Commissioners responsibility for disaster mitigation, preparedness, response and recovery; and

WHEREAS, each county is required to develop a Comprehensive Emergency Management Plan; and

WHEREAS, the Board of County Commissioners adopted Ordinance #95-12, on July 7, 1995, authorizing development of a Comprehensive Emergency Management Plan to insure the health, safety and welfare of the community for each state of emergency declared in Escambia County; and

WHEREAS, Escambia County's Comprehensive Emergency Management Plan has been reviewed and approved by the Florida Department of Community Affairs, Division of Emergency Management; and

WHEREAS, this plan provides the framework for procedures to follow during natural and man-made disasters to include evacuation areas during hurricanes, shelter operations and agency responsibilities;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida that Escambia County's Comprehensive Emergency Management Plan is hereby adopted.

PASSED AND ADOPTED this 24th day of June, 1997.

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: Georgiana B. Donnelly
Deputy Clerk

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Thomas G. Banjanin

Chairman Thomas G. Banjanin

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: Georgiana B. Donnelly D.C.
Date: June 30, 1997

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I. INTRODUCTION

Florida Statutes, Chapter 252, (Emergency Management) identifies emergency management powers and responsibilities of political subdivisions in the State of Florida. One responsibility is that the county shall develop an "emergency management plan and program that is coordinated and consistent with the state comprehensive plan and program". The State of Florida, Division of Emergency Management has developed certain criteria that should be contained in each county plan. However, each county must develop a plan that is not only consistent with the state emergency management program but also operationally suited to the county. The Escambia County plan was tested twice in 1995 by Hurricanes Erin and Opal and proved operationally sound. All disaster response and recovery agencies are involved in the planning process and changes are made to the county plan as necessary.

A. Purpose

The purpose of the Escambia County Comprehensive Emergency Management Plan is to establish clear policies and proven procedures to prepare for, respond to, mitigate and recover from all disasters, natural or technological, that threaten the citizens or property of Escambia County. Specific purposes are to:

1. Provide immediate relief from quality of life hardships imposed by a disaster. Paramount in these efforts is relief from physical suffering or injury.

2. Implement planning contingencies to minimize resource shortages resulting from disaster impact.

3. Evaluate existing hazard mitigation plans for shortfalls in existing measures; update and refine mitigation plans based on lessons learned.

4. Identify hazards and vulnerable populations so sound preparedness measures that can be implemented to minimize the effects of the emergency.

5. Provide a coordinated response to emergencies and disasters that will protect lives and property and expedite recovery activities.

Upon final approval by the Florida Division of Emergency Management, the Emergency Preparedness Department will provide a copy to every Disaster Committee representative. A distribution list of the CEMP will be maintained by the Emergency Preparedness Department and revised as necessary. Letters of support for the CEMP will be maintained at the Emergency Preparedness Department.

Revisions will be made to the CEMP as necessary. Each revision will be dated and distributed to holders of the plan. The old pages will be replaced with the revised pages so all plans are kept up to date. A list of revisions will be maintained by the Emergency Preparedness Department.

II. SITUATION

This section describes the potential hazard considerations, geographic characteristics, support facilities, land use patterns, economic profile and demographics of Escambia County. This section can be used to identify any planning assumptions that were taken into consideration during the development of this plan.

A. Hazards Analysis

Escambia County is vulnerable to many hazards both natural and technological. Hurricanes sweep in from the Gulf of Mexico, inundating the low lying coastal area. Train derailments and tank truck accidents involving hazardous material spills can create dangerous situations for the public in the area near the accidents. Barge traffic on the Intercoastal Waterway can damage bridges to the islands and isolate large segments of the population. Ready response to these and other potential emergencies require constant vigil. An analysis of identified hazards are as follows:

Hurricanes

Escambia County has approximately 27 linear miles of shoreline fronted by the Gulf of Mexico, the threat of hurricanes is present each year. Escambia County was recently hit by two hurricanes; Hurricane Erin on August 3, 1995 and Hurricane Opal on October 4, 1995. The low lying and coastal areas will be the most affected by the strong winds and storm surge. Inland areas will experience some localized flooding, wind damage and damage from the tornadoes. The category of storm, forward speed and direction of travel will determine the number of persons vulnerable to the hurricane. In a major hurricane, **all citizens** in the County would be vulnerable.

Flooding

Flooding can happen annually as result of heavy rainfall or rising rivers. River flooding on both the Perdido and Escambia Rivers, can cause evacuation and property damage. Heavy rainfall will cause crop damage in the northern part of the County, as well as drainage problems in the southern half of Escambia County. The Public Works Department estimates that flooding could affect approximately **40 percent** of the citizens living in the low lying and poorly drained areas.

Hazardous Material Incidents

Hazardous materials are transported daily through Escambia County by air, sea, rail and highway. Past history shows that some type of spill or leak occurs weekly, with most of them being small spills from fuel tanks of vehicles that have been involved in accidents. Fixed facilities in the County that use and store hazardous materials must be considered. The Escambia County Hazardous Materials Emergency Response Plan, identifies each fixed facility along with the chemical or chemicals involved. Approximately 90 percent of the population of Escambia County is vulnerable to a hazardous material incident. The Escambia County Hazardous Materials Emergency Response Plan is available for review at the EOC.

Nuclear Power Plant Incidents - NOT APPLICABLE

There are no nuclear power plants within 50 miles of Escambia County.

Radiation Hazard

Radioactive incidents in the County have been limited and minor over the past twenty years. However, the transportation of radioactive material and its use requires planning and training in this area. Populations affected would be those persons located near major transportation routes or near facilities that use radioactive materials.

Nuclear Attack

Escambia County is the home to the Pensacola Naval Air Station. Eglin Air Force Base and Hurlbert Field are less than one hour's drive away. The probability of an attack appears to be minimal now due to the end of the Cold War, however, the possibility must always be considered. The entire County's population would be vulnerable to a nuclear attack.

Civil Disturbance

Civil disturbances are possible in any community at any time. Law enforcement will be the lead agency in an event of a civil disturbance. Bomb threats have increased significantly in the past few years, especially at area schools. The vulnerable population will depend on the type and location of the incident.

Mass Immigration

Escambia County has not experienced any mass immigration but the Emergency Preparedness Staff recently worked with the Civil Affairs Direct Support Team 24, B Company, 96th Civil Affairs Battalion, to develop a mass immigration plan titled, Dislocated Civilian Operations in Escambia County: An Assessment, September 1994. A copy of this plan is available for review at the Emergency Preparedness Department. A **minimal** population would be affected by mass immigration.

Coastal Oil Spill

Escambia County has witnessed several oil spills along the Gulf of Mexico and other inland waterways. Oil spills can occur along the Gulf of Mexico, bays, rivers, and creeks of Escambia County with the potential for causing an adverse effect on the environment and economy. Spill containment and a swift cleanup will be paramount to protecting both the environment and coastal economy. A **minimal** population could be affected by a coastal oil spill. The Area Contingency Plan for Northwest Florida was developed in 1994 by the U.S. Coast Guard, Marine Safety Office out of Mobile Alabama. A copy of this plan is available for review at the Escambia County Emergency Preparedness Department.

Freezes

Every one to two years, the County experiences freezing temperatures that require some type of local assistance. Christmas Eve, in 1989, an area nursing home was evacuated due to damage from an extended freeze which the County had been experiencing. Persons without adequate heat or shelter may need assistance during this time. Crop damage, icing on roadways and bridges, and broken water pipes are measures that must be dealt with. **All citizens** of the County could feel the affects of a heavy freeze.

Brush and Forest Fires

The County's urban-rural area interface is growing due to increased residential development which places more people and property at risk. During long term droughts, wildfires and grass fires can be a problem. The fire departments along with the Division of Forestry have to deal with this frequently. Annually, local fire departments respond to more than 425 brush or forest fires. Populations at risk would be dependant on location and size of the forest fire but normally this is **minimal**.

Structural Fires

The probability of structural fires is high with an average of three occurring each week. Most are single family dwellings that involve the response of at least two fire departments. Commercial or large complex fires occur on an average of three every month. The actual population affected is determined by the location of the fire.

Tornadoes and Thunderstorms

The threat of tornado activity is present during severe thunderstorms and hurricanes. Water spouts in the bays and gulf move on shore at times. It is fortunate that most tornadoes in this area do not last but one to three minutes. Actual tornado damage in the past few years has been minimal but Escambia County has experienced damage from straight line winds and down bursts. The National Weather Service issues watches and warnings for tornadoes and severe weather alerts, and the local news media assist in notifying the public via TV and radio. The **entire population** of the County is vulnerable to tornadoes and severe thunderstorms.

Drought

Droughts do occur in Escambia County during times of below average rainfall. Drought affected agricultural and residential communities may be asked to limit water usage. A drought will have a severe effect on crops, grasses, weeds, and silviculture areas with an increasing potential for wildfires. A severe drought could affect the **entire population** of the County.

Sinkholes and Subsidence - NOT APPLICABLE

The incidents of sinkholes or subsidence are unlikely due to the depth of Escambia County's limestone strata.

Transportation Accidents/Mass Casualty Accidents

Mass casualty accidents such as derailments, multi-vehicle incidents and aircraft crashes will greatly tax a community's resources. In the past year, no incident has required State assistance, however the possibility must be considered and planned for. A **minimal population** could be affected by transportation or mass casualty accidents.

Precautionary Evacuations

On-scene commanders have the authority to initiate precautionary evacuations. In the past year, some precautionary evacuations have been used due to hazardous materials incidents and natural gas leaks. The evacuees were displaced for a short period of time with no need for sheltering. Precautionary evacuations may also be used during bomb threats. A **minimal population** could be affected by this type of evacuation.

Groundwater Contamination

Water contamination can be a serious problem affecting a great number of people. The Environmental Health Unit assumes the lead in the event of a groundwater contamination incident. Boil water orders, potable water resources and other necessary actions would be initiated. Contamination is assumed after hurricanes until laboratory testing shows otherwise. The cause of the contamination will determine the population affected but it is possible for the entire county to experience problems during a catastrophic event.

B. Geographic Information

Escambia County is the westernmost county in the panhandle of Florida and is bordered on the west and north by the State of Alabama, on the east by Santa Rosa County, and on the south by the Gulf of Mexico. It contains 661 square miles of land area, with some 259 square miles of surface water jurisdiction. The physical topography of the land can be divided into two groups; coastal lowlands and western highlands. The coastal lowlands consist of a series of broad, nearly level, marine terraces extending several miles inland from the coast to a near elevation of 100 feet. The western highlands with elevations above 100 feet, include gently sloping to strongly sloping series of hills and valleys beginning approximately 10 miles north of Pensacola. The County's elevation ranges from sea level to 200 feet above sea level in the northern part of the County with an average elevation of 69 feet above sea level.

Drainage patterns tend to be toward the Escambia River Basin along the east side of the County which flows into Escambia Bay. Along the west side of the County streams flow toward the Perdido River Basin which flows into Perdido Bay. The flood prone areas of the County are synonymous with the environmentally sensitive wetland areas located along these drainage basins. These wetlands provide satisfactory natural drainage control to eliminate flooding from normal weather conditions. Flood-prone areas of Escambia County are identified in the Flood Insurance Rate Maps maintained by the Escambia County Buildings Inspection office.

Industrial and commercial land use is primarily located in the southern portion of Escambia County. Residential areas surround the commercial and industrial areas in the County. Agricultural land uses occur primarily in northern sections of the county. The tourist-related development is occurring in the south and southwest areas of the county primarily on the barrier islands. Development in areas subject to tides (i.e., storm flooding) is systematic and regulated. Most critical care and response facilities are located well above any flood-prone or storm surge high risk locations.

C. Demographics Characteristics

The total population for Escambia County was established by the 1990 U.S. Census to be 262,798 people. The Escambia County projected population for 1996 was estimated by the Bureau of Economic and Business Research to be 286,301 with a projected increase for the County by the year 2000 to be 302,390. The County contains two (2) municipalities; Century, a small town in the northeastern portion of the County with a population of 2,040 and the City of Pensacola, located in the southeastern portion of the County with a population of 60,658. The population total of both cities amounts to 62,698 leaving a balance of 223,603 people residing in the unincorporated areas of the County. It is estimated that the tourist population in Escambia County would increase the daily population during the tourist season by 33,000 persons. The highest areas of tourist concentration are on Pensacola Beach and Perdido Key, both barrier islands.

Population density is 409.8 persons per square mile and distribution tends to be concentrated toward the urbanized metropolitan area of Pensacola. The 1990 U.S. Census estimated the average household size to be 2.57 persons.

The populations vulnerable to a particular hazard can only be estimated at times. The analyses listed in section II.A. provides estimates based on each hazard. Type and location of the incident will actually determine the population at risk.

Population characteristics reveal a relatively normal distribution by age with the medium age being 32.4. Largest concentrations of people are:

0 to 14 years	61,300
15 to 24 years	41,913
25 to 44 years	86,920
45 to 64 years	56,599
65 years and older	36,100

Socioeconomic distribution can be assessed by values of owner-occupied housing units. Of the 131,868 homes in the County, 65,934 are valued less than $25,000.; 42,852 are valued between $25,000. and $50,000; 25,590 are valued between $50,000. and $100,000; with 7,492 valued over $100,000. The distribution of income earning potential is normative however, lower in overall totals as compared with other cities of comparable size in other parts of the State.

The persons with special needs population is estimated to be 1,500. There are ongoing activities to identify and register these persons with the Emergency Preparedness Department. These include working with the Area Council on Aging and home health care agencies. Brochures and registration forms about the program are prepared by the Emergency Preparedness Department and distributed to service clubs, schools, businesses and civic groups. When a person registers they indicate if transportation is needed during an emergency. This is noted on the registry so transportation resources can be provided when necessary. Each person registered is referenced by Fire District, street address and name so they can be easily identified. Emergency Support Function (ESF) 18, "Special Needs" addresses the details regarding evacuation and sheltering of persons with special needs.

There is an estimated migrant population of 2,875 people in Escambia County according to the 1994 Florida County Profile. The non-English speaking population is minimal in comparison to the County's population and experiences in most of central and south Florida. The transient and homeless populations are estimated to be less than 1,200 people in 1995. (The Escambia Coalition for the Homeless.)

D. Economic Profile

Employment by major employment sector according to the 1995 Florida County Profile for Escambia County, Florida Department of Commerce:

Employment by Major Employment Sector	
Agricultural Services	1,206
Mining	248
Trade	32,363
Transportation, Public Utilities	5,757
Manufacturing	9,367
Construction	9,142
Financial, Insurance, Real Estate	7,297
Services	43,588
Government	33,814
TOTAL	142,882

The unemployment rate for Escambia County averaged 5.1% in 1995 according to Job Services of Florida. The average property values were estimated at $68,300 and the per capita income was estimated at $16,899.

E. Emergency Management Support Facilities

Identification of critical facilities located in Escambia County is the responsibility of the Emergency Preparedness Department with assistance from members of the disaster committee. The Emergency Managmeent Division Chief updates the list at least annually. These facilities include governmental offices, police stations, fire stations, water treatment plants, communication tower sites, health care facilities, shelters, and major business suppliers. The Emergency Preparedness Department updates locations for potential disaster recovery centers, staging areas, distribution points and disaster field offices prior to the beginning of hurricane season each year. The actual locations to be used after a hurricane is determined based on assessments after the storm.

Once an incident has occurred and the situation is assessed, the need for state and federal assistance is decided. If assistance is required, the Emergency Preparedness Director will request the needed resources through the State of Florida Emergency Operation Center, if activated, or through State Warning Point. Specific details of the incident and requested resources will be provided. If the situation warrants, the State EOC will be notified of the need for the Governor to consider a disaster declaration.

The County may request assistance from the State EOC for the activation of a Rapid Response Team (RRT) should the situation warrant. State, local, and volunteer personnel are organized into Rapid Response Teams and deployed into areas affected by a disaster to coordinate outside resources, provide relief for affected personnel and perform other tasks as deemed necessary. The nature, size, and composition of these teams are determined by the nature of the tasks to be performed. Examples of RRT duties include: managing donated goods, operating staging areas for outside assistance, providing relief personnel for the EOC. Local procedures to request the RRT and coordinate with the team members have been developed and are available for review at the Emergency Preparedness Department.

The Rapid Impact Assessment Teams (RIAT) are under the control of the Florida National Guard, and are often the first into an affected area. These teams determine immediate human requirements such as food, water, health/medical needs and shelter. RIATs assess the disaster's impact on transportation, communications, utility systems and relay this information to the EOC. Landing zones have been pre-identified and provided to the Florida National Guard. Local procedures are in place to provide coordination with the RIAT and were used during Hurricanes Erin and Opal. These procedures are available for review at the Emergency Preparedness Department.

III. CONCEPT OF OPERATIONS

A. Levels of Disaster

Minor Disaster: Any disaster that is likely to be within the response capabilities of Escambia County and results in only minimal need for State and Federal assistance.

Major Disaster: Any disaster that is likely to exceed Escambia County's capabilities and require a broad range of State and Federal assistance.

Catastrophic Disaster: Any disaster that will require massive State and Federal assistance, including the immediate military involvement.

B. General

Escambia County has an active disaster committee that is involved in all phases of emergency management. This committee (shown in Appendix B), is made up of representatives from city, county, state, and federal government agencies, private businesses and volunteer service organizations. Each agency assigns personnel to the Emergency Operations Center(EOC) during disasters. These representatives are authorized to make necessary decisions for their agency. Each agency provides a primary contact and two alternates to the Emergency Preparedness Department with home, office, pager, fax and radio numbers. Press releases and other public information is coordinated through the EOC. An after action briefing (critique) is held as soon as possible after an event to identify strengths and weaknesses. Necessary changes to plans are made. During times when the EOC is not activated, the Emergency Preparedness Staff notifies all agency representatives of potential emergencies or disaster situations.

The EOC serves as the center of disaster operations in Escambia County. Activation of the EOC ensures continued coordination and communication. The EOC will be activated for actual or potential events that threaten Escambia County. The level of activation (Appendix C) will be determined by the Emergency Preparedness Director or the Emergency Management Chief based on the emergency or disaster event. Standard operating procedures have been developed and distributed to all agencies assigned to the center. The SOP and checklists are updated as necessary by the Emergency Management Chief.

The Emergency Operations Center can be activated by:

Chairman, Board of County Commissioners
County Administrator
Director of Emergency Preparedness
Emergency Management Division Chief

Primary EOC: 2920 North "L" Street Pensacola Florida

The primary EOC is located in the basement of the Sheriff's Administration Building. This is a fully functional EOC which is ready for activation at any time. The Emergency Preparedness staff and the Emergency Communications Center (ECC) are located in the EOC. The Communications Center is staffed 24 hours per day and serves as the County's 24 hour answer point for initial notification and warnings of emergencies and disasters.

Alternate Emergency Operation Facilities

The actual disaster event will determine if an alternate location is used for an EOC. The Emergency Preparedness Department has a mobile communicaitons vehicle that is used on site of small localized emergencies. The City Hall located in the Town of Century has been designated as an alternate EOC for incidents occurring in the northern portion of Escambia County. The County Extension Office in the central part of the County is available as an alternate site for emergency operations. Neither of the two alternate sites are designed as emergency operations centers. Equipment, supplies and telephones would have to be moved to the location.

C. <u>Local Management Structure</u>

The local management structure designated to respond to emergencies or disasters is coordinated by the staff of the Emergency Preparedness Department. Notification procedures have been provided to the County's 24 hour warning point for initial contacts based on the type of emergency or disaster. Additional notifications are made as requested by the on scene commander or Emergency Preparedness Director. Disaster response and recovery agencies identify resources, training needs, or planning activities to the Emergency Preparedness Department.

The City of Pensacola and the Town of Century participate in the County's emergency management program. Each municipality has a representative in the County's Emergency Operations Center. Several state agencies with their offices based in Escambia County are part of the disaster committee and activated with the County's EOC.

General assignments for the Emergency Preparedness Staff are identified below. These are not all of the duties assigned to each person.

The Director of Emergency Preparedness is responsible for coordination of the overall emergency management activities in the County. The Director will keep the County Administrator and/or Board of County Commissioners informed of emergency situations and the need for a local declaration of emergency. This individual can activate the EOC and the CEMP as well as declare a local state of emergency in localized incidents. Initially the Director will serve a contact for recovery activities and as necessary will assign personnel to assist state and federal agencies during short and long term recovery.

The Emergency Management Division Chief is responsible for the operations of the EOC which include updates to operating procedures, development of checklists and maintenance of resource and critical facility information. The Chief conducts EOC briefings and coordinates response and recovery activities during activations of the EOC. The Chief has the authority to activate the EOC and the CEMP.

The Emergency Management Training Specialist serves as the assistant to the Emergency Management Chief during EOC activations. This individual will assist in briefings, identification of resources, and accompany RIAT during assessments.

Office Assistants III and IV are responsible for general duties related to maintaining Emergency Preparedness activities. They assist with documentation of EOC briefings and meetings, identification of additional support staff, maintenance of supplies for EOC agencies, message tracking and providing updates to EOC agencies during minor activations.

Emergency Management Planner II coordinates the activities of the Citizen Information Center during activations. This includes keeping support staff updated on changes, providing information to Director or Chief based on citizen information and coordinating with other County agencies during long term recovery activities. This individual identifies revisions that need to be made to the CEMP based on actual events or during training and exercise activities.

Emergency Management Public Information Officer is responsible for providing timely information to local media for distribution to the public during disaster events. This individual keeps the State PIO informed of local activities during the event. The EM PIO will assist in the Joint Information Center. The PIO coordinates the registration of persons with special needs.

D. Organization

The following officials have the authority to declare a "Local State of Emergency" as provided for in Escambia County Ordinance 95-12 (Appendix A):

Chairperson, Board of County Commissioners
Vice-Chairman, Board of County Commissioners
Members of the Board of County Commissioners
County Administrator
Director, Emergency Preparedness

The Escambia County Comprehensive Emergency Management Plan (CEMP) can be activated by any of the above listed individuals as well as the Emergency Management Division Chief. The Director of Emergency Preparedness and/or the Emergency Management Division Chief are responsible for activation of the EOC and CEMP, directing response and recovery actions, providing for preparedness activities and coordinating mitigation activities. Specific assignments are given to other County Staff as necessary to carry out the functions of this plan. When federal and/or state resources are sent to Escambia County, coordination between similar agencies will occur at the department level. For example, law enforcement agencies will coordinate with the Florida Department of Law Enforcement. Road Operations personnel will work with federal and state transportation representatives. If a local contact is not identified, the Emergency Management Chief will assign one.

Escambia County operates under the Emergency Support Function (ESF) concept. Each Emergency Support Function is contained in this plan and each identifies the lead and support agencies required to carry out the responsibilities of the particular function. The lead and support agencies developed their ESF and are responsible for developing any additional operating procedures, checklists, staffing patterns or resource requirements needed to complete their assignments. Each ESF will update procedures and operational tools as necessary. Emergency Preparedness staff is available to assist each ESF in the development of these items. It is not the intent of this plan or the Emergency Preparedness Department to dictate how specific responsibilities will be handled.

E. Direction and Control

During EOC activation the center serves as the central point for coordination of operations, identification of needed resources and administrative support. Each agency representative is responsible for carrying out the tasks assigned to their agency. Emergency Preparedness Staff and specifically the Emergency Management Chief and Emergency Preparedness Director are responsible for overall EOC activities which include:

Maintaining operational readiness of the Center
Updating standard operating procedures
Developing checklists
Message tracking
Conducting briefings
Activating mutual aid agreements
Coordinating with State and Federal agencies

Levels of activation of the EOC are:

Level 1	Normal Operations
Level 2	Emergency Preparedness staff only
Level 3	Partial Activation
Level 4	Full Activation

Support staff from other elected officials offices and departments have been assigned to the EOC when needed to assist with administrative support, citizen information, message tracking, resource needs, resource procurement and other designated activities that ensure the continued operational capability of the center. Each agency represented in the EOC is responsible for staffing during activations. The actual event determines the level of activation, length of activation and release of agencies. The EM Chief will determine when it is appropriate to begin deactivation of the center.

Emergency Support Function (ESF) 5--Information and Planning identifies how message tracking and information flow are handled during an activation of the EOC.

Response and recovery activities do not have a clear line of separation. Some agencies will be involved with response while others have entered the recovery phase. Coordination with State Division of Emergency Management and communications through EOC briefings and conference calls will make the transition as smooth as possible.

The Director of Emergency Preparedness will be the initial contact for coordination of recovery activities. In a major or catastrophic disaster, recovery operations will involve many of the lead and support agencies in the EOC. The Director will assign sufficient personnel to assist in recovery operations to include staff for recovery centers or the Disaster Field Office. If necessary, the County will employ temporary personnel to assist during recovery operations.

Identification of resources during recovery operations will be coordinated through the EOC, utilizing the Office of Purchasing. Resources that can not be located or acquired by local sources will be coordinated through the State EOC.

F. Mutual Aid

Mutual aid agreements are coordinated through the Office of the County Attorney with assistance from the Emergency Preparedness Department. The Emergency Preparedness Director will coordinate requests for activation of mutual aid agreements during EOC activations and oversee the mutual aid process. Both municipalities in Escambia County are represented in the EOC and provide personnel and equipment when requested during emergencies or disasters. Revisions to the agreements are prepared by the County Attorney as necessary. Presently Escambia County has mutual aid agreements in place with the following:

City of Pensacola
Town of Century
State of Florida
Santa Rosa County, Florida
Baldwin County, Alabama
Escambia County, Alabama

G. Notification and Warning

The Escambia County Communications Center (ECC) serves as the County's 24 hour warning point. The Center is part of the EOC and shares the EOC's generator which is a 300KW generator that is capable of running the EOC and Communications Center. It is diesel powered with an on site 8,000 gallon underground fuel tank. The ECC has radio and telephone equipment on uninterruptible power supplies should the generator fail to start. Emergency Preparedness has 3 generators on trailers that can be positioned around the EOC to power critical components of the ECC .

The ECC has standard operating procedures to notify and warn officials and the general public of emergency and disaster events that occur in Escambia County. These procedures identify actions to be taken based on the type of incident. Notification lists for agencies and individuals are maintained by the Emergency Preparedness Department. Notification of the State Warning Point are included in these procedures. The Emergency Preparedness Director or the on call Emergency Management staff person will initiate any further notifications.

EOC representatives are kept informed of potential events such as severe weather warnings by the Emergency Preparedness Department. Four facsimile machines have been programmed to send information to each EOC representative. The present system can notify all agencies in 20 minutes.

Warning is accomplished in varying ways depending on the persons that need to be warned and time available. The Emergency Preparedness Director, Emergency Management Division Chief or the on scene commander (OSC) can initiate warning and notification procedures. The following list identifies warning and notification methods used during recent disaster events. Any or all other these may be used in the future.

Activation of the Emergency Alert System (EAS)
Information statements released to the local media
Public address systems of public safety vehicles
Door to door contacts
Activation of the Community Alert Network (CAN)
Activation of the cable override system
Outdoor Warning Sirens

Specific warning zones are identified by the type of incident. Many have been pre-identified such as the vulnerable areas near fixed hazardous material locations or areas subject to storm surge. An outdoor siren warning system has been installed on both barrier islands. Procedures for activation of the siren system are available in the Emergency Preparedness Department.

Persons in the threatened area with special needs are contacted by telephone or personal visit and notified of the situation. Transportation will be provided for them if evacuation is necessary. In cooperation with the Center for Independent Living, the Emergency Preparedness Department maintains a registry of hearing impaired citizens so they can be notified in the event of an evacuation. The County subscribes to the AT & T Language line for use with non-English-speaking persons.

Local hotels, motels, Chambers of Commerce and the Tourist Information Center will assist in notification of tourists visiting our area. Most of the other warning systems previously listed would reach some of our visitors.

IV. RESPONSE ACTIONS

Escambia County Ordinance 95-12 identifies procedures to declare a "State of General Emergency" or a "State of Special Emergency." If possible a special meeting of the Board of County Commissioners will be called to declare a Local State of Emergency. However, the Ordinance allows the Chairman of the Board to make the declaration. The Emergency Preparedness Director or designee will be responsible for requesting state assistance in the event the disaster overtaxes the resources of Escambia County. The Florida Division of Emergency Management through the State Warning Point will be provided information about the event. The Emergency Preparedness Department will keep the State EOC informed of local actions.

The Escambia County School District is a member of the Disaster Committee. If an event occurs that could affect closing of schools, information is relayed to the School District's representative who in turn will notify the Superintendent. The final authority for closure of public school facilities in Escambia County rests with the Superintendent.

Closure of businesses poses a different problem. Escambia EOC through the Public Information Officer will provide information to the local media urging businesses to close. The final decision is left to the owner of the business. Emergency Preparedness Staff will continue to work with local business and industry to involve them in preparedness and planning issues.

Emergency Preparedness has developed standard operating procedures for coordination with the Rapid Impact Assessment Team (RIAT) and Regional Response Team (RRT). In 1995, the procedures were tested three (3) times. Revisions to the SOP's will be made as necessary and copies can be obtained from the Emergency Management Chief.

There is presently not a county policy for families of Emergency workers. Individual agencies have initiated actions for their staff and families. Several departments have their own plans to shelter their emergency workers and families. Emergency Preparedness has designated locations for emergency workers to get food and rest. There is only a limited number of beds in the EOC and it is better for the representatives to leave the area so they can find a quieter place to rest. Silver Wings React provides food for EOC staff during activations.

V. EVACUATION PROCEDURES

A. Concept of Operations

To reduce loss of life and injury caused by disaster situations, evacuations need to be ordered. These procedures identify general actions that may be taken. Individual agency procedures would address specific actions needed by that agency. Each event is different and evacuation orders will not be issued unless there is a potential or actual threat of injury or loss of life to persons located in the vulnerable area.

Low lying areas within Escambia County are vulnerable to hurricane driven tides (storm surge). Heavy rains cause rivers and drainage canals to rise, contributing to flooding. Major transportation routes (highway, air, rail, waterway) allow for the potential of evacuation as the result of a transportation accident. Local governments will provide the public with official evacuation information. The public will act in its own interest and evacuate dangerous areas when advised to do so by local officials.

The following factors must be considered when planning for and/or initiating evacuations:

- Type of emergency
- Clearance time required to complete evacuation
- Evacuation routes
- Modes of transportation
- Shelter operations

Authority to issue evacuation orders rests with different individuals based on the type of emergency. A localized incident such as a transportation accident may require an immediate evacuation order issued by the on scene fire or law enforcement official. Emergencies affecting a greater area of Escambia County, such as threat of a hurricane, would require evacuation. The County Administrator and/or the Emergency Preparedness Director will be responsible for the coordination of all situations requiring evacuation. They will keep the Board of County Commissioners appraised of the situation.

Type of Emergency

Evacuation can be the result of an incident affecting a large or small area of Escambia County. The area to be evacuated will be decided by the size of the incident. The number of persons that need to be evacuated will also depend on the type of incident.

Clearance Times Required for Evacuation

Many evacuation situations do not provide pre-warning. The incident occurs and officials must take appropriate actions to reduce the effect on public safety. During threats of hurricanes, there is normally time to order evacuation to ensure its completion before the arrival of the storm. However, response to the evacuation orders may not be as timely as hoped. Hurricane Opal's evacuation demonstrated what will happen if citizens wait too long to leave. Evacuation time tables from the 1986 Tri-State Hurricane Study will be used by local officials for purposes of an orderly and timely evacuation. Emergency Preparedness staff has determined that increase in population in the County would require approximately 20 to 24 hours for clearance times. Escambia County has requested that this study be updated to reflect the increased population on the barrier islands and other evacuation areas. A copy of the 1986 study can be reviewed at the Emergency Preparedness Department.

Evacuation Routes

Usually the type of emergency will decide the exact evacuation routes. However, predetermined routes can be identified and then used if situations allow. The Evacuation Road Network map from the Tri-State Hurricane Study uses major highways in the County. The major routes shown will be used but secondary routes may be needed in the event construction projects are in place on the primary routes. Existing routes are not sufficient for a large scale evacuation in a short time frame.

Modes of Transportation

Primary means of evacuation will be by privately owned vehicle. County buses, school buses and other government vehicles will be used to help those with no transportation. Those persons with special transportation needs have previously registered with the Emergency Preparedness Department. The Transit Director will coordinate all transportation needs during and after the disaster. See ESF 1 and ESF 18 for further information on transportation and special needs issues.

Shelter Operations

Shelters may be needed during emergencies requiring evacuation. The Emergency Preparedness Department, West Florida Chapter, American Red Cross, and Escambia School District have designated appropriate shelters for use during evacuations. An agreement is pending with Naval Air Station Pensacola to provide shelter workers for the American Red Cross during hurricane evacuations so more shelters can be opened. ESF 6, Mass Care, is responsible for the operation of public shelters. ESF 18, Special Needs, discusses the sheltering of persons with special needs. None of the shelters used are vulnerable to storm surge from any category of hurricane. If necessary procedures are in place to open "refuges of last resort". These facilities provides a building for persons to get out of vehicles and out of harm's way. Very limited resources are available and persons would be moved to ARC shelters are soon as possible.

B. RESPONSIBILITIES DURING EVACUATION

The following agencies or individuals have certain duties and responsibilities when evacuations are necessary. Evacuation orders will be issued by the on-scene commander, County Administrator or the Emergency Preparedness Director.

Board of County Commissioners

Declare a general state of emergency
Support EOC operations
Issue curfews or other restrictions as necessary

County Administrator

Coordinate the issuance of evacuation orders and the declaration of a local state of emergency.
Keep Board of County Commissioners informed of activities related to the emergency and the evacuation.
Coordinate re-entry procedures
Coordinate with municipalities of Pensacola and Century in the County.
Support EOC Operations

Emergency Preparedness Director

May issue evacuation orders and declare a state of special emergency.
Directs opening of shelters or reception centers.
Activates primary EOC or Mobile EOC.
Coordinates transportation needs with Transit Director.
Through PIO, provides accurate information to public on evacuation process, routes, shelter locations and other pertinent issues.
Coordinates evacuation operations with the municipalities and adjoining counties.
Notifies State DEM of evacuation order.

Law Enforcement Agencies

Carry out evacuation orders.
Use door to door notification, public address systems and roadblocks to provide information.
Keep up to date with progress of emergency.
Know shelter locations and provide directions evacuees.
Provide traffic control on evacuation routes.
Provide security at shelters and reception areas.
Keep EOC advised of evacuation progress.

Fire Departments

Assist law enforcement with evacuations as possible.
Coordinate actions with Emergency Management.
Have a representative in EOC.

Public Information Officer PIO

Issue public information statement about the incident and evacuation information to include road and bridge closures.
Coordinate with other public information officials.
Provide information to Citizen Information operators.
Provide copies of press releases to the State EOC.

Transit Department

Coordinate transportation needs of citizens to include transport of persons with special needs.
Begin evacuation early to insure all will be evacuated before sustained gale force winds arrive.
Have a representative at the EOC or with the Mobile EOC.

Road Operations

Keep evacuation routes clear as long as possible.
Provide barricades and traffic cones as necessary.
Provide information to PIO on routes that are no longer usable due to water or debris.
Have Representative in EOC.

American Red Cross

Open shelters when directed by EOC or EP Staff.
Provide assistance at reception areas until shelters are opened.
Coordinate opening of shelters with school officials.
Provide shelter management staff.
Provide status updates to EOC on shelter population.

Escambia School District

Coordinate opening of shelters with American Red Cross and Emergency Preparedness Department.
Open refuges of last resort.
Have representative in EOC to provide status of shelter operations.

Santa Rosa Island Authority

Coordinate with EOC for evacuation decisions.
Provide EOC with information on evacuation progress.
Coordinate all press releases through PIO at EOC.
Has representative at EOC.

C. EVACUATION CONSIDERATIONS

During Hurricane Threats

Escambia County has a mobile home population of approximately 12,928 persons. These persons would be required to evacuate during a hurricane threat. Mobile Home Park locations are shown on the map in Appendix F, however, there are many individual land owners with mobile homes as well. Persons evacuating from a mobile home should relocate to a public shelter or other safe structure.

Marinas throughout the coastal area of the County will have to secure their marine craft prior to evacuating to higher land. There are approximately 23 marinas within the waters of Escambia County's jurisdiction. A list of area marinas is found in Appendix H.

Persons should relocate to public shelters or other safe structures out of evacuation areas. To avoid confusion, Escambia County does not evacuate by zone numbers but by use of geographic landmarks such as streets and highways. Areas may be evacuated in phases if time permits. For example, coastal areas may be evacuated earlier than residents inland that need to evacuate. Persons with special needs would be included in the first evacuations because of the length of time it takes to provide transportation resources. Special needs persons are preregistered by the Emergency Preparedness Department. The information on each person identifies them by their location in a specific Fire District. Each person is called from the EOC during an activation requiring evacuation.

As a hurricane approaches weather conditions will deteriorate and roadways will flood. Driving on bridges becomes dangerous as wind speeds increase. Evacuations must be started early enough to allow persons to get out of the areas susceptible to winds and surge. This will cause some evacuation statements to be issued early and the storm could change course. The National Hurricane Center can not predict the exact location of landfall of a hurricane until it is just offshore. It is felt that proper notice and warning must be given to insure that all have time to secure their homes and leave.

Coordination with Baldwin and Escambia Counties in Alabama, and Santa Rosa County, Florida, will be on-going. Adjoining counties have persons that may need to leave through Escambia County. This will be allowed early in the evacuation process but as time is limited, some roadways will be closed to prevent further traffic congestion. For example, Perdido Key Drive at the Alabama/Florida State Line will be closed at a mutually determined time between Escambia County and Baldwin County. The Counties will announce the anticipated closure and the time so residents from both states can adjust their actions.

Road closures and bridge closures may be necessary when conditions warrant. Law enforcement personnel in Escambia County will not establish roadblocks or close any roadways without notifying the EOC. This will allow the PIO to issue public statements of the closures.

The Evacuation Road Network is shown in Appendix E. Alternate routes will be used as necessary. Persons with camper trailers and larger vehicles will be asked to evacuate early. As the weather conditions worsen, there may be restrictions placed on number of vehicles evacuating from one household.

Larger vehicles may be prohibited from being on the roadways when the wind speeds get too high. Accidents on evacuation routes will be handled by law enforcement agencies and this may include moving the vehicles from the roadway and placing evacuees in another vehicle. There is one draw bridge in Escambia County located on Barrancas Avenue connecting the City of Pensacola to the community of Warrington. Procedures are in place to close the bridge when sustained gale force winds reach the area. Boat owners should allow for sufficient time before the closure takes place.

Evacuation route signs have been installed throughout Escambia County. Persons evacuating to a specific shelter can be given specific directions by evacuation officials. Some route maps may be available. Persons are urged to pre-plan their evacuation location. The Emergency Preparedness Department can provide information about shelter locations near their area. Shelters used are not vulnerable to storm surge from hurricanes.

It is recommended that citizens develop family and business disaster plans before a disaster occurs. They are instructed to identify the routes they will use and the items they need to take with them. Additional information on family disaster planning can be obtained from the Emergency Preparedness Department.

Evacuation zones identified in the 1986 Tri-State Hurricane Study are available for review at the EOC. It is estimated that the vulnerable population in the evacuation areas for hurricanes ranges form 95,000 to 135,000. This changes with intensity of storm and tourist population.

<u>During Emergencies Other than Hurricanes</u>

The type of emergency will determine the extent of the evacuation. Evacuation routes will be decided, shelter and reception areas identified, and transportation requirements obtained when the extent of the emergency is known. The <u>Escambia County Hazardous Materials Plan</u> identifies facilities throughout the County with the potential for an emergency to occur that would require evacuation. This plan will serve as a resource for deciding the evacuation information of a specific area. The <u>Escambia County Hazardous Materials Plan</u> is available for review at the EOC.

Major roadways will be used as available. Public information will be provided to keep citizens advised of the overall situation. Normally this evacuation process is the most expedient as people have to move quickly and do not have time to prepare to leave. Firefighters and law enforcement officers announcing the evacuation will tell people if they have time to get pertinent personal items. They will inform the evacuees of the locations of shelters or reception areas.

Vulnerable populations are impossible to determine since you are unaware of where an incident may occur. Public safety personnel that are familiar with certain areas will provide information about the population at risk.

D. Re-entry Procedures

Regardless of the type of emergency, persons who have been evacuated will not be allowed to re-enter the area until the area has been deemed safe. The on-scene commander of the incident or the County Administrator during hurricane threats will have the final authority for granting access to an evacuated area. Even persons with recovery responsibilities must have proper identification and approval before entering an evacuated area. The County will work as quickly as possible to allow persons back to their homes and businesses. Residents can assist by being patient and not blocking roadways needed to transport essential personnel and equipment into the area. Hurricane tides can damage bridges leading to both barrier islands. No one will be allowed onto either island until the bridges have been properly inspected. Any agency needing access to either location must gain permission from the EOC before returning to the islands.

E. Critiques

After a major incident a critique (after action briefing) is held. Problem areas identified during the critique will be reviewed and operating procedures changed as necessary. Evacuation orders, routes, and re-entry will be addressed during the critique to decide if improvements or changes are needed. The Comprehensive Emergency Management Plan will be updated to reflect any changes identified by the critique.

VI. GENERAL DISASTER RESPONSIBILITIES

The agencies and departments in Escambia County that have duties during disaster situations are listed in this section. These duties are general in nature and each agency is responsible for developing and updating procedures and guidelines used to carry out assigned duties. Providing specific department procedures is not the purpose of this plan. The emergency management program in this County is based on teamwork and coordination. Agencies understand their commitment to the program and have accepted the responsibilities assigned in this plan.

Board of County Commissioners

Declares a local state of emergency
Approves mutual aid agreements with other agencies and jurisdictions
Approves memorandums of understandings with resource providers
Delegates direction of Emergency Operations to County Administrator and/or the Emergency Preparedness Director
Supports the overall EOC operation

County Administrator

Keeps the Board of County Commissioners informed of all actions
Directs activation of the CEMP and the EOC
In major disasters, directs timely evacuation of threatened areas
Coordinates re-entry procedures to evacuated areas during major events

Emergency Preparedness Director

In localized disaster events, declares a state of special emergency
Activates the CEMP and EOC
Directs evacuation of threatened areas
Directs opening of shelters for evacuees
Coordinates with all agencies involved in the emergency
Requests state and federal assistance as needed

Chief of Emergency Management Division

Provides for adequate staffing and supplies in EOC
Provides technical assistance to the Director
Coordinates resource requests
Maintains sufficient records of the situation
Checks warning systems
Activates EOC and CEMP and appropriate checklists

Chief of Emergency Communications Division

Checks communications equipment for proper operation
Keeps Communications Center updated on disaster operations
Staffs mobile communications vehicle
Keeps notification rosters updated
Assists with resource file management

Public Information Officer

Coordinates news releases with Emergency Preparedness Office
Keeps the media updated on information for the public
Works with other agency PIOs to reduce confusion and incorrect information
Provide space near EOC for media representatives
Attends EOC briefings so update releases can be issued

Law Enforcement

Provides traffic control and roadblocks
Provides security of affected areas
Coordinates evacuation with Emergency Preparedness
Provides security at all shelters and EOC
Provides door to door notifications of evacuation orders as necessary
Identifies resources needed and informs EOC
Coordinates all press releases with PIO

Fire Departments

Provide fire protection/suppression
Directs search and rescue operations
Assists in evacuation
Coordinates actions with Emergency Preparedness Office
Identifies resources needed and informs EOC

Department Public Works

Provide engineering services
Provides barricades
Keeps evacuation routes cleared as long as possible
Assists in damage assessment
Coordinates debris clearance
Identifies needed resources and informs EOC
Updates traffic control plan
Inspects Bob Sikes Bridge after a hurricane before re-entry is allowed

County Health Department

Coordinates with community medical services and staffs special needs shelter
Provides environmental health functions
Coordinates mortuary services
Directs immunizations for disease control
Identifies resources needed and informs EOC

Community Services Division

Coordinates welfare services with relief agencies
Oversees temporary housing program
Assists with relief supplies received from outside the area
Assists at federal/state disaster recovery centers

Neighborhood Services and Code Enforcement

Coordinates damage assessment
Provides EOC with damage assessment findings as soon as possible
Assists at disaster recovery centers if necessary

Building Inspections

Assists with damage assessment
Directs permitting program to include temporary permits and/or building moratoriums
Coordinates flood insurance program

Transit Department (ECAT)

Directs all transportation needs including those of special needs persons
Returns evacuees after emergency
Maintains resource file of available buses and vans from several sources, assigning functions for each
Notifies EOC of needed resources

Escambia County School District

Assists American Red Cross in locating schools to be used as public shelters
Provides buses as necessary for emergency transportation
Supervises refuges of last resort
Coordinates with Red Cross to provide food for shelters

American Red Cross

Opens and staffs shelters when directed by EOC
Coordinates shelter opening with School District
Provides training for shelter managers and other shelter staff periodically
Provides mass care services at shelters and in disaster areas as necessary
Registers evacuees at the shelters
Keeps EOC advised of shelter population and other pertinent information
Has representative assigned to the EOC while shelters are open or as requested

Emergency Medical Services (EMS)

Directs triage and transportation of injured victims
Coordinates with Transit (ECAT) for transportation of persons with special needs requiring ambulance transport
Coordinates the sheltering of people with special needs under ESF 18
Requests mutual aid from adjoining counties as needed
Provides medical monitoring to first responders

Administrative Services Department

Identifies funding for emergency expenditures
Maintains records of expenditures
Keeps the Board and County Administrator informed of expenditure and reimbursement information
Coordinates recovery actions with FEMA to include the DSR process
Provides training to EOC agencies for proper financial management during disasters
Serves as County's point of contact for financial management activities

Legal Department

Drafts emergency resolutions and ordinances for Board approval
Attends EOC briefings as possible to assist with potential legal questions
Assists EOC staff as needed

Utility Companies

Keeps EOC advised of status of utility services
Provides adequate manpower to restore basic services
Identifies needed resources

Florida Department of Children and Families

Provides welfare services
Provides administrative personnel as requested in disaster recovery centers

Environmental Resources

Assists in debris removal and clean-up operations
Obtains approval for burn and storage sites
Keeps EOC informed of hours of operation of burn and storage sites
Coordinates activities of hazardous material clean up

Sanitation (ECUA)

Assists in debris removal
Resumes normal trash/garbage pick-up services as soon as possible to reduce possibility of health problems

Search and Rescue (SAR)

Assists in evacuation
Assists in search and rescue operations
Provides resources such as boats, divers and four wheel drive vehicles

Civil Air Patrol

Assists with shelter operations
Assists with damage assessment

Santa Rosa Island Authority and Perdido Key Chamber

Attends EOC briefings concerning ordering evacuation of the barrier islands in hurricane threat
Assigns public relations staff to assist the PIO
Identifies needed resources and requests through EOC
Coordinates damage assessment activities with Damage Assessment Chairman
Assists in determination of re-entry time
Keeps EOC advised of recovery actions
Assists law enforcement at roadblocks as requested

United Way

Coordinates donations and volunteers during recovery
Identifies distribution sites and staging areas
Directs volunteers to assist service agencies as requests are received
Identifies needed resources
Compiles list of all volunteer and/or service agencies providing assistance during the disaster

Clerk of the Circuit Court

Provides support personnel in EOC to assist with ESF 5 and Citizen Information
Coordinates preservation of County vital records
Provides financial information to County as requested

Florida Department of Transportation

Keeps EOC advised of roadway problems
Coordinates with contractors to remove construction barriers whenever possible during times of hurricane evacuations
Provides traffic signs, barricades and message signs as requested

Growth Management/Planning

Directs implementation of County's post disaster redevelopment plan
Identifies mitigation strategies before and after disaster events
Provide staff assistance to other agencies as needed

Purchasing

Develops memorandums of understanding with vendors for essential items needed before and after a disaster
Provides staff in EOC to coordinate resource requests
Identifies suppliers for resources

Extension Service

Provides support staff to EOC as requested
Assists United Way In ESF 15 activities
Coordinates large animal rescue and recovery plan
Identifies needed resources

Animal Regulation and Control

Coordinates ESF 17
Identifies needed resources

Information Resources

Coordinates with telephone vendors to ensure continued operation at EOC
Activate disaster plan for computer equipment in County buildings located in evacuation areas
Protects vital County computer records
Provide staff assistance to EOC as requested

Salvation Army

Assists with mass feeding stations
Coordinates with United Way on ESF 15 activities

Other Elected Officials and governmental offices

Provides staff to EOC or other agencies as needed

ARES (Amateur Radio Emergency Service)

Provides radio communications in shelters
Assists EOC with emergency communications

Facilities Management

Coordinate readiness actions for County buildings
Assist occupants of County building in preparing plans for securing their buildings and equipment during non-disaster times
Assign maintenance and custodial personnel to EOC
Identify needed resources
Coordinate with Civic Center staff for use of facility after major disaster event

Silver Wings React

Prepare and deliver meals to EOC and emergency workers
Assist public safety agencies with family needs in small scale disaster events

US Navy

Keep EOC informed of actions taken at area bases
Assign staff to County EOC to enhance coordination
Advise of available resources during EOC briefings
Provide shelter staff to American Red Cross when possible

Florida National Guard

Assign staff to County EOC to enhance coordination
Advise of available resources during EOC briefings

VII. FINANCIAL MANAGEMENT AND VITAL RECORD PROTECTION

A. Financial Management

The Administrative Services Department Director is the primary contact for financial reporting and fiscal procedures for the Board of County Commissioners and coordinates with staff of the Clerk of the Circuit Court to update reporting and reimbursement procedures. The Administrative Services Department is the lead agency for ESF 7 (Resources), which contains procedures that will be followed during response and recovery actions as they relate to financial management. Each agency is responsible for developing and implementing procedures to provide for tracking and documentation of expenditures related to the disaster event. The Administrative Services Department Director will provide training to appropriate County staff and disseminate information relating to financial management of the disaster event. Two presidential disasters within 60 days in 1995 provided the County with the ability to participate in the Damage Survey Report (DSR) process. Completely separate funds were established during Hurricanes Erin and Opal to account for the expenditures and reimbursements.

The County Purchasing Office has developed procedures for obtaining resources needed during disasters. A purchasing agent is assigned to the EOC to activate the procedures, secure resources and issue purchase orders. Essential items as well as prospective vendors have been identified. The Purchasing Staff will work with County Departments to provide resource support before, during and after a disaster event.

The Administrative Services Director will establish deadlines for submission of appropriate forms and documentation for reimbursement procedures. Briefing and conference calls will be conducted as necessary to assist department with reporting procedures. If necessary, the Director will request additional personnel to assist with financial management activities. Additional information can be found in ESF 7.

B. Preservation of Official Records

The Clerk of the Circuit Court has the responsibility for preservation of official County records housed in the Courthouse, such as, Official Record Books of deeds and mortgages, Court Documents, and other miscellaneous documents. Prior to a hurricane the physical books are relocated from the basement to the first floor in the event of storm surge or flooding. All Official Record Books, including the Clerk of the Court's Records, are on microfilm with the original negative film stored at the National Underground Storage, Incorporated, in Boyers, Pennsylvania.

C. Preservation of Data Processing Records

The Director of Information Resources is responsible for preservation of data processing records. System backups to tape, including Novell Servers, are performed on a daily basis. These backups are a mix of data and complete systems backups with the ability to be wholly or partially restored. The daily backups are stored in a vault in the Board of County Commissioners Data Processing Center, which is on the 2nd floor at 223 Palafox Place, Pensacola, Florida. These tapes are safe from water damage, but minimum damage could occur from fire and heat. Because this site is located in the Category 3, 4, or 5 storm surge area, multiple arrangements for site storage have been made.

Once a week, a set of daily backups is transferred off site to the Escambia County School Board's Data Processing Center, which is on the 2nd Floor, at 215 West Garden St., Pensacola, Florida. In the event of a hurricane, this set of backups and any additional backups will be transferred to the Escambia County Sheriff's Office Data Processing Center located at 1700 West Leonard Street, Pensacola, Florida.

A System identical to the system in use at the Board of County Commissioners' Data Processing Center is installed at the One-Stop facility at 1190 West Leonard Street, Pensacola, Florida and is used for such applications as Building & Permits and Code Enforcement. This system serves as the off site backup system to the BCC's system. The BCC's system serves as the off site backup to the system located at One-Stop. Each system has the capacity to support the critical applications of both facilities simultaneously.

VIII. TRAINING AND EXERCISE PROGRAM

A. Purpose

To establish the requirement for identification of the emergency training needs of the county; provide for the documentation of training provided, and to establish the responsibility for accomplishing this training.

B. Definitions

Emergency Preparedness Staff - Refers to the Emergency Preparedness Director, Emergency Preparedness Administrative Assistant, Emergency Management Division Chief, Communications Division Chief, Public Information Officer, Planner, Training Specialist, and 911 personnel.

Exercise - A drill or training session that tests part of the Comprehensive Emergency Management Plan (CEMP) involving some or all of the agencies that would be involved in a disaster.

C. Situation and Assumptions

Emergency management training is the responsibility of all levels of government with primary responsibility at the local level. The State and Federal governments will assist in providing seminars, special training, assist in exercises and provide training aids.

D. Responsibilities

The Emergency Preparedness Staff and specifically the Emergency Management Training Specialist will:

Insure that all agencies identify a point of contact for training.

Coordinate with EOC agencies to identify training needs.

Develop or arrange for disaster training that has been identified by EOC agencies.

Distribute available educational materials, schedules of training publications and notices of training courses being offered.

Maintain training publications and training aids such as videos, slides, books, manuals, etc. as financially possible.

Each EOC agency will:

Identify and advise the Emergency Preparedness Department of the agency's training point of contact.

Insure that all disaster and emergency training requirements are accomplished by the agency to the maximum extent possible.

Identify any disaster and emergency training requirements which are beyond the agency's internal capability.

Insure that all emergency training requirements are documented. A training attendance roster should be kept. This roster should contain the dates of the training, course title and names of attendees and kept as official agency records.

E. Concept of Operations

Because of funding constraints, the Escambia County Emergency Preparedness Department serves primarily in a training coordination capacity. The training funds available will be used for development of training courses, purchase of training supplies and registration fees for scheduled training classes.

The Emergency Preparedness Staff will work with all the local governmental and private agencies to establish any required training courses. The Emergency Communications Division staff has training sessions monthly and many relate to specific emergency management activities. The EP staff hosts other training courses throughout the year as funds and schedules allow.

The Emergency Preparedness Staff provides lectures and presentations on emergency management operations and activities. Many citizen groups, civic organizations and education classes receive these presentations annually. Severe weather, hurricane awareness and hazardous material information are the most requested topic presentations.

Private industry in Escambia County will invite various public safety agencies to participate in specific training classes. These classes often are provided without charge to the participant.

Emergency Preparedness Staff has received training sponsored by the State of Florida Division of Emergency Management or other state and federal agencies. Individual training records are maintained at the appropriate agency. Specific training skills of individuals are listed so these skills can be properly used in real or training situations.

Training offered by the Emergency Preparedness Department during 1995 included:

Hazardous Materials Operations Course
Managing Emergency Operations Course
Hazardous Materials Level I Refresher Course
Crisis Monitoring Course
Impact Assessment Training Course
EOC Support Staff Training

Disaster Committee members are informed of training opportunities through the Department's newsletter or by fax notifications. Planning for training in advance is critical to many agencies in order for them to alter their schedules to participate. Other training courses will be developed as necessary.

Interagency training is at the discretion of the individual agencies, however, they are much more active in this area than in the past. Fire Departments train together frequently. Emergency Medical Services, the Fire Service and Emergency Preparedness work together to coordinate and sponsor multi agency training throughout the year.

Escambia County has meetings of their Disaster Committee quarterly. These meetings provide training information to the members . For example, an incident that occurred in a nearby community (or even our own community) will be discussed so policies and resources can be updated in the event the situation should happen here. Guests are invited to provide additional training to members.

Volunteer agencies and their representatives are included in training notifications. The United Way Disaster Coordinator serves as the ESF 15 coordinator.

F. Drills and Exercises

The importance of drills and exercises can not be over emphasized. Participation in recent statewide hurricane exercises proved very beneficial to the actual events that were faced by the county during Hurricanes Opal and Erin in 1995. Each year at least one exercise is coordinated by the Emergency Preparedness Department. During the exercises, evaluators observe operations and provide feedback during the critique session. This information is used to update policies and procedures when necessary.

All EOC agencies participate in the annual exercise. Depending on the type of exercise, each agency can tailor the scenario to fit their need and test their internal procedures. Response and recovery actions have been tested in the past two years. Every other year the Regional Airport hosts an exercise at the airport. This usually involves some type of mass casualty incident and the local hospitals will test their disaster plans.

Private industry will also host disaster drills. Many of these involve response and recovery issues relating to hazardous material emergencies. Tabletop drills are held periodically in the EOC to test actions of agency representatives.

The Emergency Preparedness Department uses such computer programs as Cameo, EIS, InfoCad and GDS hurricane tracking. Use of these programs seem to make the exercise more realistic.

After all major exercises, a debriefing (critique) is held to identify areas that need improvement as well as areas that worked well. Plans and checklists are revised as needed after each critique and/or actual event.

IX. PUBLIC AWARENESS AND EDUCATION

Public information procedures are addressed in ESF 14. This section will address public awareness and education activities currently in effect or proposed for Escambia County. The Emergency Preparedness Staff understands the importance of an active public educations program. In 1995, a Public Information Officer position was added to the EP Staff. This individual is responsible for providing an active public awareness and education program that includes:

Development of brochures and pamphlets that provide specific information such as shelter locations, routes to shelters, disaster supplies and re-entry information.

Coordination with tourist bureau and Chambers to provide disaster information to tourist visiting our County.

A Sheltering In Place program specifically targeted at children and teenagers at home in the afternoons with no evacuation means.

Identification of special populations that may need specific information. This would include mobile home residents, critical care facilities and schools.

For several years the County has had an active 9-1-1 public education program that includes coloring books, pamphlets, telephone stickers and a video. This has helped to advertise the emergency number 9-1-1. The 9-1-1 number can be used by those persons needing special assistance in an emergency.

In late 1996 a "Hazards Calendar" was developed to target a specific hazard each month. Public service announcements are prepared for the particular hazard at the beginning of the month and distributed to local media for broadcast or print.

Public education programs with a great emphasis on family preparedness are a priority with the Emergency Preparedness Department. A 6 month television series "Planning for Emergencies" was produced by the Emergency Preparedness Staff. This series will be used in future education programs to show people how to plan for emergencies.

PROJECT INFORMATION FORM

Development Services Department, 3363 West Park Place, Pensacola, Fl 32505 (Phone) 850-595-3475 (Fax) 850-595-3703
www.myescambia.com

Allow 2 working days for the return of this form

SECTION 1-A: MANDATORY – THIS SECTION TO BE COMPLETED BY APPLICANT

Applicant/Company Name: Escambia County Board of Commissioners Phone: _____ Fax: _____

Mailing Address: 223 Palafox Place, P.O. Box 1591, Pensacola State: FL Zip Code: 32502

Project Name: Escambia County Perdido Landfill Proposed Use: Landfill

Property Reference Number(s): DEP File Nos: 000667-042-SO-01, 000667-032-SC-01, 000667-033-SO-T3, 000667-034-SO-WT-05

Project Address: 13009 Beulah Road, Cantonment, FL 32533 Estimated Parcel Acreage: 424

Is Site currently developed? NO___ YES✓ If YES, describe existing development An active Class I and Class III, a closed Class I, a yard trash collection facility, a designated C&D collection lot, a waste tire collection center, citizen drop-off center, recycling facility, and several buildings.

Is a Conditional Use, Variance, Rezoning or Future Land Use Amendment required for the Proposed development? NO✓ YES___

***If you would like to apply for a Variance (as required by the Land Development Code) prior to the issuance of a Development Order, please contact (850) 595-3475.**

Select Type of Submittal:

Site Plan:_____ Site Plan Minor:✓ Minor Subdivision:_____

Master Plan:_____ Preliminary Plat:_____ Construction Plans:_____ Final Plat:_____

Would you like a Project Champion (Optional Customer Service Program)? _____ Yes ✓ No

Site Plan Project Submittals	Subdivision Project Submittals
Estimated SQ. FT. of Building Footprint: _____	Total # of Phases: _____ Total # of Lots: _____
Estimated SQ. FT. of Impervious Surface (Including Bldg Footprint): _____	# of Lots in Phase 1: _____ # of Lots in Phase 2: _____
	# of Lots in Phase 3: _____ # of Lots in Phase 4: _____

SECTION 2: This section to be completed by County Staff.

Parcel Future Land Use(s): _____ Surrounding Future Land Use(s): _____

Parcel Zoning District(s): _____ Surrounding Zoning Districts: _____

Airport Environment(s): _____ Overlay District(s): _____ Commissioner District: _____

Drainage Basin: _____ Hurricane Evacuation Zone: _____ Flood Zone: _____

Notes: _____

Checked by: _____ Date: _____

Planner/Project Champion Verified: _____ Date: _____

DEVELOPMENT REVIEW APPLICATION

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 850-595-3472
www.myescambia.com

Project Name Escambia County Pedido Landfill Concrete Debris Crushing

Project Address: 13009 Beulah Road, Cantonment, FL 32533

Choose either BOX 1 or BOX 2, mark ONLY ONE (1) application type. In BOX 3, mark only one type of proposed land use.

BOX 1: Major Development Application Type	**BOX 2:** Minor Development Application Type
1) ____Site Plan 2) ____Preliminary Plat 3) ____Construction Plans 3) ____Master Plan 4) ____Minor Subdivision 5) ____ Final Plat 6) ____ Artificial Lake 7) ____ Artificial Pond	1) ✓ Site Plan Minor (See form on web site titled "Minor Development Site Plan Submittal")
BOX 3: Type of Proposed Land Use ✓ Commercial	____Residential ____ Both

List the Property Reference Number(s) for all parcels involved:

Parcel	Sec #	Twp #	Rge #	Sub #	Lot #	Blk #	Parcel	Sec #	Twp #	Rge #	Sub #	Lot #	Blk #
1	24	1N	32	4101	000	000	4						
2							5						
3							6						

Project Narrative: Describe the proposed development project including: 1) all existing property uses, conditions and improvements, 2) all proposed uses, 3) height of each building/ structure in stories and feet, 4) federal and state regulatory permits required, 5) density transfer calculations if density transfer is proposed. *(A separate written narrative may be submitted with the application instead of using the space provided below).*

The project involves the recycling of an approximately 10,000 CY of used concrete/asphalt debris at the Perdido Lanfill facility. The debris will be crushed on-site and the extracted material will be used as pavement for road construction. The subject site is regulated by several FDEP and/or Federal Permitting Programs including Solid Waste, NPDES, ERP, and Air Permitting.

The crushing operation will be contracted out in accordance with Escambia County purchasing requirements. The contractor will be licensed, insured and possess all necessary permits. As part of the quality control measures, overall operation will be monitored by the engineering staff at the Solid Waste Services Department. The operation is expected to last approximately two weeks.

Property Owners: Name: Escambia County Board of County Commissioners

Street address: 223 Palafox Place, P.O. Box 1591 City: Pensacola State: FL

Zip Code: 32502 Phone: Work (____) _____ Cell (____) _____ Fax (____) _____

E-mail address: _____

Developer: Name: Escambia County Depart of Solid Waste

Street address: 13009 Beulah Road City: Cantonment State: FL

Zip Code: 32533 Phone: Work (850) 937-2160 Cell (____) _____ Fax (____) _____

E-mail address: _____

Agent / Engineer: Name: Brent D. Schneider, PE, Escambia County Solid Waste

Street address: 13009 Beulah Road City: Cantonment State: FL

Zip Code: 32533 Phone: Work (850) 937-2179 Cell (850) 554-4080 Fax (____) _____

E-mail address: bdschneider@myescambia.com

Provide the requested information in the space provided:

Future Land Use Category(ies): _____ Zoning District(s): VAG-2

Has any part of the project site been previously involved in a Future Land Use Map Amendment, Application for Rezoning, Application for Conditional Use, Application for Variance, Application for Vested Rights, Appeal of Administrative Decision, other county review?
No ✓ Yes _____ If YES, which type: _____, Date ____/____/____, Case # _____

Does the proposed project require a Variance, Conditional Use Approval, Rezoning, or a Future Land Use Change?
No ✓ Yes_____ If YES, which: _____ If YES, attach written explanation.

***If you would like to apply for a Variance (as required by the Land Development Code) prior to the issuance of a Development Order, please contact (850) 595-3472.**

Provide the requested information in the space provided:

Water Provider: Farm Hill Utilities Septic ___ Sewer____ Provider: N/A

Are there existing building(s) on site? No ✓ Yes____

Describe last use of building(s): _____

SQ. FT. of Building Footprint: _____

SQ. FT. of Impervious Surface (Including Bldg Footprint): _____

Total Site Acreage: _____ Total Acreage to be disturbed: _____

Total Acres of Wetlands: _____ Total Acres of Wetlands to be disturbed: _____

Number of Trees on site: _____ Number of Trees to be removed: _____

If you have any question or comments regarding this application, please contact us at (850) 595-3472.

We appreciate suggestions of how to improve our services.

DEVELOPMENT REVIEW APPLICATION CERTIFICATION FORM

I affirm and certify that I am duly qualified as authorized agent to make such application; that I understand the questions asked in the application; that all information and statements submitted in any documents or plans concerning this application are accurate to the best of my knowledge and belief; that I understand the application, attachments, and fees become part of the Official Records of Escambia County and not returnable or refundable; that this application is of my own choosing and staff has explained all procedures relating to this request; that there are no guarantees as to the outcome of this request; that the application is being accepted subject to verification of information; that any false information knowingly given by me may result in denial of the application, and that additional information may be required by Escambia County in order to make a determination.

Escambia County Pedido Landfill Concrete Debris Crushing
Name of Proposed Development

Brent Schneider 9.17.18
Authorized Agent's Signature **Date**

Agents Name (print): Brent D. Schneider

Company Name: Escambia County Solid Waste Department

Street address: 13009 Beulah Road City: Cantonment State: FL

Zip Code: 32533 Phone: Work (850) 937-2160 Fax:( )

STATE of Florida

COUNTY of Escambia

The forgoing instrument was acknowledged before me this 17th day of September,

year of 2018 by Janice M Costin who ( ) did (X) did not take an oath.

He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( )produced current

Florida DL as identification.

Janice M Costin 9/17/18
Signature of Notary Public Date

Janice M Costin
Printed Name of Notary

September 12, 2021
My Commission Expires

CC 142144
Commission No. (Notary seal must be affixed)

JANICE M. COSTIN
Commission # GG 142144
Expires September 12, 2021
Bonded Thru Budget Notary Services

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____, Pensacola, Florida, property reference number(s) _____, I hereby designate _____ for the sole purpose of completing this Development Review Application and to act on my behalf during the county's processing of the Development Review Application on the above referenced property.

This Limited Power of Attorney is granted on this _____day of _____the year of _____ and is effective until the County has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Department of Growth Management.

_____ _____

Signature of Property Owner Date Printed Name of Owner

STATE of _____

COUNTY of_____

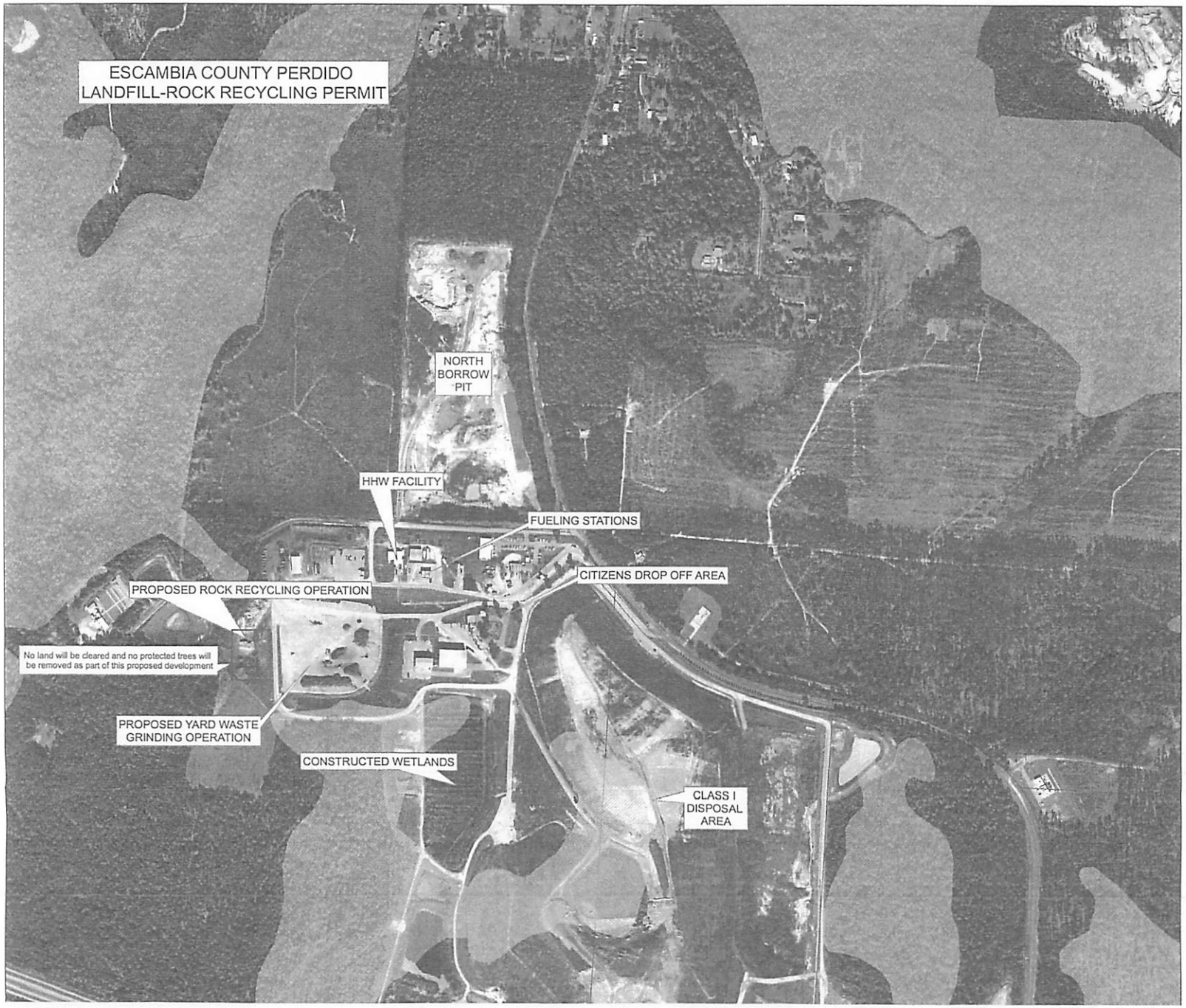
The forgoing instrument was acknowledged before me this _____ day of _____ , year of _____ by _____who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( )produced current _____as identification.

_____ _____

Signature of Notary Public Date Printed Name of Notary

_____ _____

My Commission Expires Commission No. (Notary seal must be affixed)


ESCAMBIA COUNTY PERDIDO
LANDFILL-ROCK RECYCLING PERMIT
NORTH
BORROW
PIT
HHW FACILITY
FUELING STATIONS
CITIZENS DROP OFF AREA
PROPOSED ROCK RECYCLING OPERATION
No land will be cleared and no protected trees will be removed as part of this proposed development
PROPOSED YARD WASTE
GRINDING OPERATION
CONSTRUCTED WETLANDS
CLASS I
DISPOSAL
AREA

Escambia County Clerk's Original
10/19/2017 5:45PM

Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	**Perdido Landfill (Brent Schneider)**
Facility Name:	**Escambia County Landfill Concrete Recycling**
Facility Type:	**Concrete & Asphalt Recycling**
File Number:	**PSP170600092**
Original Date of Issue:	October 19, 2017
Renewal Date:	October 18 2018
Expiration Date:	Oct. 19th 2018
Development Review #:	**PSP170600092**
Date:	**8/16/2017**
Total Acreage of Facility:	**424**
Total Area Licensed for Operation:	**424**

Date: 11/9/2017 Verified By:

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above-named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

General Permit Conditions – All Facilities - Continued

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions

1. **Compatibility**
Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

Specific Permit Conditions -Continued

2. Environmental Health

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to _____ and a copy emailed to _____ (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us

3. Leachate Controls

Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

4. Operational Hours

Operational hours shall be as established by the Approved Development Order for the project.

5. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is _____. Please cite this number on all reports and correspondence concerning this facility.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

Date Executed
11/9/2017

SEAL

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/7/17

BCC Approved: 10-19-2017

BOCC Authorization Date: 10-19-2017

Permit Issue Date:	Oct 19th 2017
Permit Expiration Date:	Oct 18 2018
Issuing Officer Name:	Horace Jones
Issuing Officer Title/Department:	Horace Jones Director of Development Services
Signature:	**Date:** 11-9-2017

Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

Renewal Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	**Perdido Landfill (Brent Schneider)**
Facility Name:	**Escambia County Landfill Concrete Recycling**
Facility Type:	**Concrete & Asphalt Recycling**
File Number:	**PSP#170600092**
Original Date of Issue:	**October 19, 2017**
Renewal Date:	**October 4, 2018**
Expiration Date:	**October 18, 2019**
Development Review #:	**PSP#170600092**
Date:	**August 16, 2017 (Original BCC approval)**
Total Acreage of Facility:	**424 acres**
Total Area Licensed for Operation:	**424 acres**

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above-named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

General Permit Conditions – All Facilities – Continued

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions

1. Compatibility

Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. Environmental Health

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate

Specific Permit Conditions - Continued

ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance. and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to Phillip McCoy, McDirt Industries, LLC, 5570 Bellview Avenue, Pensacola, FL 32526 and a copy emailed to phillip@mcdirt.net (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us

3. Best Management Practices for Track Out Dust Control.

The Permittee shall abide by Best Management Practices, approved by the Escambia County Development Services, Solid Waste, and Natural Resources Departments, and attached hereto as Addendum A, and incorporated herein by reference, for the management of all track out dust.

4. Leachate Controls

Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

5. Operational Hours

Operational hours shall be as established by the Approved Development Order for the project.

6. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is _____. Please cite this number on all reports and correspondence concerning this facility.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date:	October 4, 2018	
Permit Expiration Date:	October 18, 2019	
Issuing Officer Name:	Horace L. Jones	
Issuing Officer Title/Department:	Director, Development Services Department	
Signature:		**Date:** October 4, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14966 **Growth Management Report** **10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 10/04/2018
Issue: Action Item - Bentley Oaks Unit 9 Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Bentley Oaks Unit 9 Permit #18082552

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

A. Approve the final plat for recording;

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

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

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

BACKGROUND:

The preliminary plat and construction plans were approved on January 18, 2017. The Escambia County Department of Public Safety approved the street names “Banyan Place" and "Broadleaf Circle”; on November 29, 2017. Development Services Department inspected the improvements on October 3, 2018, and found improvements substantially complete and in accordance with applicable County requirements. An executed Two-Year Warranty Agreement without Surety will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Meredith Crawford on August 15, 2018.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Courts office for Clerk signatures and recording in the Public Records of Escambia County.

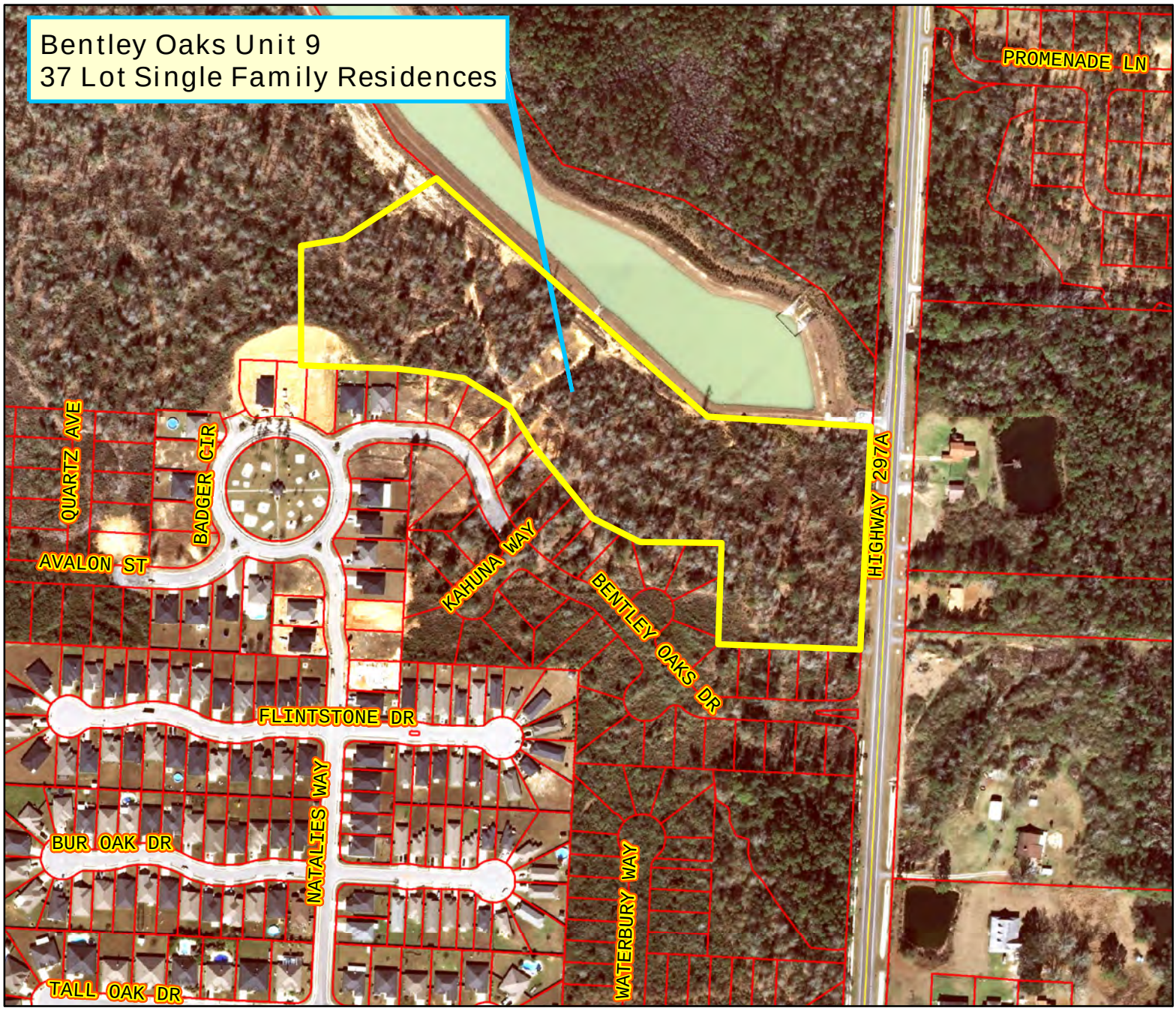
COORDINATION WITH OTHER AGENCIES/PERSONS:

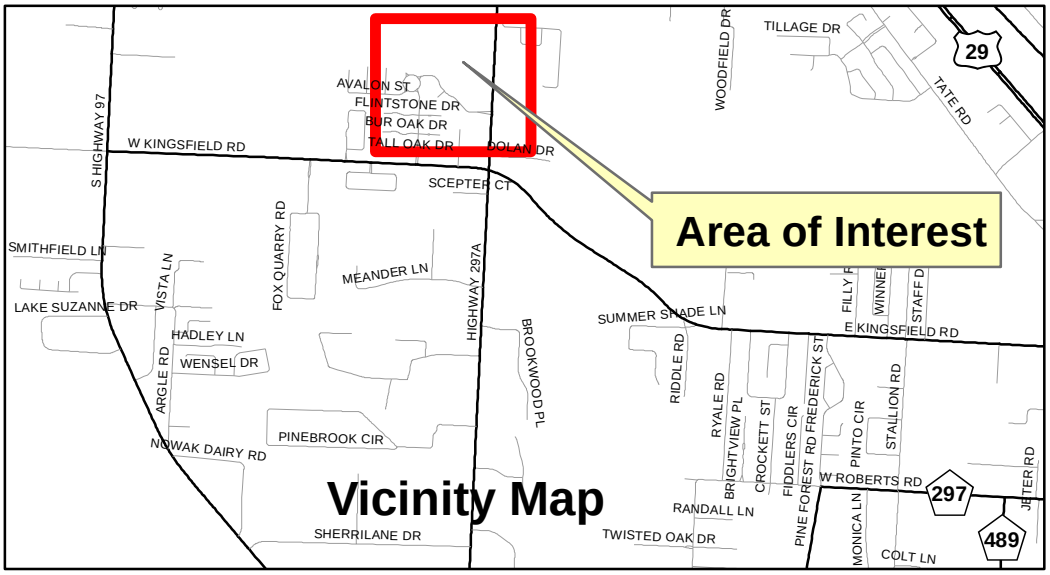
Staff has been in contact with the developer, developer’s engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Vicinity/Location Map
Street Letter Approval
Two-Year Warranty Agreement
Real Estate Infrastructure Maintenance Disclosure

Final Plat ~ Bentley Oaks Unit 9
37 Lot Single Family Subdivision









Surveying RGG 09/05/2018

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

November 29, 2017

Street Name Approval Letter

The following names have been submitted for approval:

Banyan Place
Broadleaf Circle

The streets are located in:

Bentley Oaks Unit 9

The name was requested by:

GECI & Associates, INC
Engineers

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

Andrew Hamilton

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Prepared by:
Geci & Associates Engineers, Inc.
2950 N 12th Avenue
Pensacola, FL 32503

TWO-YEAR WARRANTY AGREEMENT FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT SURETY/FINANCIAL SECURITY (Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between Beaird Development LLC, a limited liability company organized under the laws of the State of Florida whose address is PO Box 160306 Mobil, AL 36616 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Bentley Oaks Unit 9 Subdivision Development, more particularly described as follows:

See Exhibit "A" (Legal Description), and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS: DEVELOPER/OWNER:

Kim McKeough Beaird Development LLC

Kim McKeough
(printed name)

WITNESS: By: C James Beaird
(signature)

Annie Harris C. James Beaird
(printed name)

Manager

STATE OF ALABAMA
COUNTY OF MOBILE

The foregoing instrument was acknowledged before me this 19th day of July, 2018, by C. James Beaird as Manager (select one title: Manager/Member/Managing Member) of Beaird Development LLC (name of limited liability company). He/She (___) is personally known to me, or (___) has produced _____ as identification.

Janice Z. Kraft
Signature of Notary

(Notary Seal) Janice Z. Kraft
Name of Notary (printed)

Escambia County, through its Board of County Commissioners

By:_____

_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of _____,200___

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.
By CM Crawford
Title Asst. Co. Attorney
Date 8/15/18

Exhibit "A"

LEGAL DESCRIPTION:

A portion of Section 23, Township 1 North, Range 31 West, Escambia County, Florida, more particularly described as follows:

Being at the northeast corner of Lot 10, Block F, Bentley Oaks ~ Unit 2, a single family residential lot subdivision of a portion of Section 23, Township 1 North, Range 31 West, Escambia County, Florida as recorded in Plat Book 18 at page 71 of the public records of said County; thence North 36 degrees 59'32" West (North 36 degrees 57'36" West exist) (this course and the next three course along the northerly line of said Bentley Oaks ~ Unit 2) for a distance of 118.22 feet; thence North 60 degrees 24'01" West (North 60 degrees 22'05" West exist)for a distance of 117.74 feet; thence North 82 degrees 25'02" West (North 82 degrees 23'06" West exist) for a distance of 107.94 feet; thence North 89 degrees 20'31" West (North 89 degrees 18'35" West exist) for a distance of 270.82 feet to the east line of Lot 2, Block F, said Bentley Oaks ~ Unit 2; thence North 00 degrees 28'54" East (North 00 degrees 30'50" East exist) along said east line and its northerly extension for a distance of 259.59 feet; thence North 79 degrees 03'32" East for a distance of 100.76 feet; thence North 67 degrees 40'57" East for a distance of 294.90 feet to a point on the southerly line of a parcel described in Official Record Book 6958 at page 124 of the public records of said County; thence South 50 degrees 55'35" East (this course and the next two courses along said southerly line) for a distance of 380.69 feet; thence South 50 degrees 12'02" East for a distance of 356.63 feet; thence South 88 degrees 37'19" East for a distance of 381.85 feet to the westerly right of way line of State Road #297A (100' R/W); thence South 00 degrees 48'53" West along said westerly right of way line for a distance of 528.36 feet; thence North 89 degrees 09'04" West for a distance of 329.00 feet; thence North 00 degrees 50'56" East for a distance of 227.94 feet; thence North 89 degrees 09'04" West for a distance of 190.20 feet; thence North 66 degrees 53'37" West for a distance of 117.00 feet; thence North 41 degrees 15'41" West for a distance of 217.19 feet to the point of beginning.

All lying and being in Section 23, Township 1 North, Range 31 West, Escambia County, Florida. Containing 12.43 acres, more or less.

Prepared by: Pittman, Glaze & Associates
5700 North Davis Highway, Suite 3
Pensacola, FL 32503

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

If additional space is needed, please check box and attach additional pages.

Name of Subdivision: Bentley Oaks Unit 9

Lots & Blocks All **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner)	**Ownership**
Road(s)	Escambia County	Escambia County
Bridge(s)	NA	
Retention Pond(s)	Beaird Development LLC	Beaird Development LLC
Stormwater Conveyance or Easements (rear yard)	Private	Private
Easements between lots (side yard)	Private	Private
Sewer Lift Station Central	ECUA	ECUA
Sewer System	ECUA	ECUA
Water System	ECUA	ECUA
Gas	Pensacola Energy	Pensacola Energy
Other (i.e. Clubhouse)	NA	NA

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

Beaird Development, LLC
Seller's Name
PO Box 160306
Address
Mobile, AL 36616
City, State, Zip Code

AS TO SELLER(S):

Seller's Name:_____ Witness' Name:_____

Seller's Name:_____ Witness' Name:_____

AS TO BUYER(S):

Buyer's Name:_____ Witness' Name:_____

Buyer's Name:_____ Witness' Name:_____

Effective:

Subdivision Name: Bentley Oaks Unit 9

Lot	Block	Type of Infrastructure	Responsible Entity	Ownership
26,27	G	Rear Utility Easement - width varies	Homeowner / ECUA	Homeowner
24,25	G	20' Rear Utility Easement	Homeowner / ECUA	Homeowner
1,2,3,36		20' Utility Easement	Homeowner / ECUA	Homeowner
20,21	G	Underground Electric Power Easement	Homeowner / Gulf Power	Homeowner
3,4,5	G	7.5' Private Drainage Easement	Homeowner / HOA	Homeowner
24-36	G	15' Public Drainage / County Access Easement	Homeowner / County	Homeowner
4,5,14,15,27,28, 35,36	G	20' Drainage/ County Access Easement	Homeowner / County	Homeowner
All	G	5' Gulf Power Easement along all lots adjacent to County Right-of-Way	Homeowner / Gulf Power	Homeowner
All	G	5' Drainage Easement on all side and rear lot lines unless noted otherwise hereon	Homeowner / HOA	Homeowner

Notes:

1. ECUA is Emerald Coast Utitity Authority
2. HOA is Bentley Oaks Unit 9 Homeowners Association

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14974 **Growth Management Report** **10. 2.**
BCC Regular Meeting **Action**
Meeting Date: 10/04/2018
Issue: Action Item - Beulah Oaks Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Beulah Oaks Permit #18062040

That the Board take the following action concerning recording of Beulah Oaks (a 20-lot residential subdivision), located in the Beulah Community and lying west of Beulah Road and north of Mobile Highway (U.S. Highway 90). Owned and developed by Olde City Developers, 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 “Beulah Oaks Drive and Beech Tree Road”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted on 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 without Surety, for Streets and Drainage Improvements.

ATTACHMENTS WILL BE DISTRIBUTED UNDER SEPERATE COVER.

BACKGROUND:

The preliminary plat and construction plans were approved XX XX, 2017. The Escambia County Public Safety Department approved the street names “Beulah Oaks Drive and Beech Tree Road” on August 16, 2017. Development Services Department inspected the improvements on October 3, 2018 and found improvements substantially complete and in accordance with applicable County Requirements. Staff has reviewed the Final Plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Meredith Crawford on XX XX, 2018.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Courts office for Clerk signatures and recording in the Public Records of Escambia County.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer’s engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14852 **Growth Management Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 10/04/2018
Issue: Schedule of Public Hearings
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

November 1, 2018

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following rezoning cases heard by the Planning Board on October 1, 2018.

1. Case No.: **Z-2018-09**
Address: 1900 Block Tate Road
Property Reference No.: 27-1S-31-0802-002-002
From: LDR, Low Density Residential district (four du/acre)
To: LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 5
Requested by: Ronald Williams, Owner

2. Case No.: **Z-2018-11**
Address: Dogwood Place
Property Reference No.: 34-2S-30-0040-010-003
From: HDMU, High Density Mixed-use district (25 du/acre)
To: Com, Commercial district (25 du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 3
Requested by: Gilbert Nelson, Owner

3. Case No.: **Z-2018-13**
Address: 2335 Klinger Street

Property Reference No.:	18-1S-30-1201-005-005
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	Robert Beasley, Agent for Crosby Holdings, LLC, Owner

B. 5:46 p.m. - A Public Hearing - Bridlewood Planned Unit Development

Summary: Rebol-Battle & Associates, Consulting Engineers, project agent and engineer, submitted a Master Plan and associated subdivision development plans for PUD approval. The proposed subdivision is located in Section 16, Township 1 South, Range 31 West and is currently mostly zoned LDR with a little portion of MDR. The site is located on the North side of Mobile Highway West of Klondike Road and East of Beulah Road. The project encompasses approximately 322.99 (+/-) acres total which also includes 221.82 acres of wetlands. The subject parcels are 16-1S-31-2000-513-005, 16-1S-31-2000-510-005, 16-1S-31-2000-600-005 and will include 388 lots.

C. 5:47 p.m. - A Public Hearing - Lot Width Solution Ordinance

Summary: LDC amendment to specify minimum widths for new lots fronting curved rights-of-way.

D. 5:48 p.m. - A Public Hearing - DSM Ordinance

Summary: Changes to Chapter 1, Design Standards Manual (DSM) Chapter 1, Engineering, concerning stormwater ponds, Minor Subdivisions, stormwater management plans, roadway design, removing a reference to density bonus. LDC, Chapter 6 definitions, adding definition for conveyance system.

E. 5:49 p.m. - A Public Hearing - Medical Marijuana Ordinance (first of two public hearings)

Summary: Section 381.986, Florida Statutes (2018), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate and process medical cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight. The Escambia Board of County Commissioners finds that it is in the best interests of the health, safety, and welfare of its citizens to authorize Medical Marijuana Treatment Centers within the boundaries of the County.

F. 5:50 p.m. - A Public Hearing - CPA-2018-02 (first of two public hearings)

Summary: The Escambia County Board of County Commissioners finds that an

amendment to the Comprehensive Plan, OBJ FLU 3.1 Rural Development, deleting FLU 3.1.5 New Rural Communities, is necessary and appropriate based on the changing needs within the County.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14925 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/04/2018
Issue: Scheduling and Advertising of Two Public Hearings to Designate 128 Airport Boulevard and the 6200 Block of North Palafox as a Brownfield Area
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling and Advertising of Two Public Hearings to Designate 128 Airport Boulevard and the 6200 Block North Palafox as a Brownfield Area - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning two Public Hearings to receive public input on the designation of 128 Airport Boulevard, Pensacola, Florida 32503 (Property Reference Numbers (PRNs) 351S309002002012 and 351S309002007008) and the 6200 Block of North Palafox Highway, Pensacola, Florida 32503 (PRN 361S309002000003) as a brownfield area for the purposes of economic development and environmental rehabilitation:

A. Approve the scheduling and advertising of the first of two Public Hearings on October 18, 2018, at 5:32 p.m.; and

B. Approve the scheduling and advertising of the second of two Public Hearings on November 1, 2018, at 5:32 p.m.

BACKGROUND:

The primary goals of the Brownfield Redevelopment Act (BRA) are to reduce public health and environmental hazards on existing commercial and industrial sites that are abandoned or underused due to these hazards; create financial and regulatory incentives to encourage voluntary cleanup and redevelopment of sites; derive cleanup target levels and a process for obtaining a "No Further Action" letter using Risk-Based Corrective Action principles; and provide the opportunity

for Environmental Equity and Justice.

To qualify for the incentives offered through the BRA, a property must be officially designated a Brownfield via Resolution by the local governing entity. The applicants (owners) of all three properties are requesting the properties be designated as a brownfield in order to capture economic incentives offered through the State for voluntarily remediating existing environmental impacts on the subject properties. These sites meet the requirements as a brownfield as per Chapter 376.80 F.S. The applicants will not be requesting any local funding but will use the designation to apply for incentives available through the State Brownfield Redevelopment Program.

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal consideration associated with scheduling the first public hearing.

PERSONNEL:

No impact to personnel associated wtih this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I A.4

IMPLEMENTATION/COORDINATION:

Brownfield Coordinator is coordinating with Legal and property owners related to this recommendation and upcoming public hearings.

Attachments

Exhibit A-1 Maps-128Airport6200BlkNPalafox

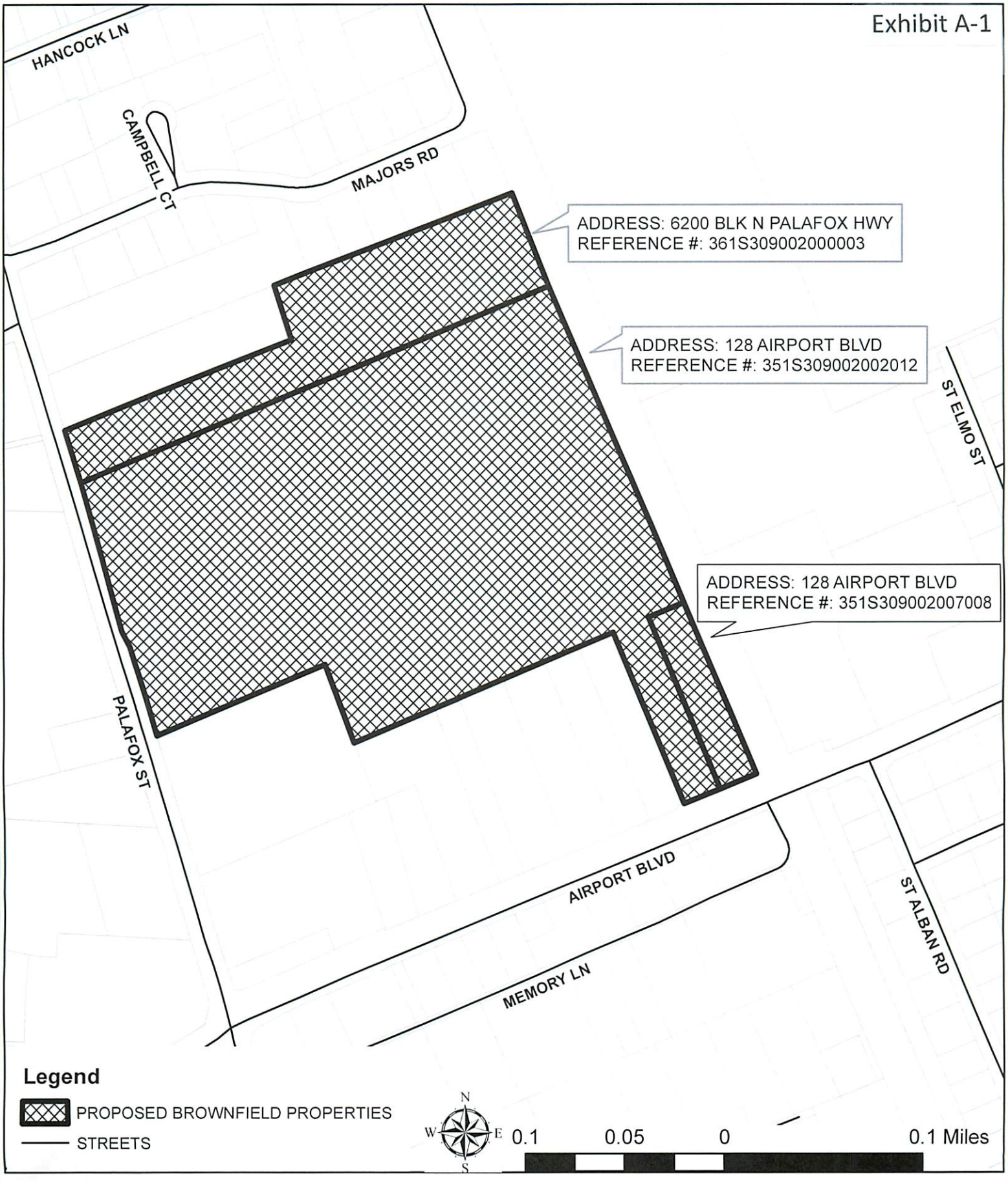
PROPOSED BROWNFIELD PROPERTY DESIGNATIONS

Exhibit A-1



Source: Escambia County CRA Division "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only." Created September 13, 2018.

PROPOSED BROWNFIELD PROPERTY DESIGNATIONS



Source: Escambia County CRA Division "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of enginerring services based on the information depicted herein. It is maintained for the function of this office only." Created September 13, 2018.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14934 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/04/2018
Issue: Reappointments to the Building Services Department Inspections Fund Advisory Board (IFAB)
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments to the Building Services Department Inspections Fund Advisory Board - Tim Tolbert, Building Official/Department Director

That the Board take the following action concerning reappointments to the Building Services Department Inspections Fund Advisory Board (IFAB):

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

B. Reappoint the following two members for a three-year term, retroactively to October 1, 2018, through September 30, 2021:

1. John Harold, Building Contractor, J.M. Harold Construction, Inc.; and

2. Karen Polk Wright, Senior Vice President, ServisFirst Bank.

BACKGROUND:

The Building Services Department Inspections Fund Advisory Board (IFAB) is governed under the Escambia County Code of Ordinances, Number 2004-56, Chapter 46, Article VI, Section 46-286. Members are appointed by the Board of County Commissioners with the names of individuals to be submitted by the Home Builders Association of West Florida. Members serve three year terms and may be reappointed to serve additional terms in accordance with the Escambia County Code of Ordinances, Section 46-286(f)(2).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Building Services Department Inspections Fund Advisory Board shall meet at least quarterly in accordance with the requirements of Florida's Government in the Sunshine Law with the Building Official to review compliance and make recommendations to the Department's budget, service fees and costs, and other related financial matters.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Home Builders Assoc Recommendation for Reappointment

John M. Harold Resume

Karen P. Wright Resume

Home Builders Association of West Florida
4400 Bayou Boulevard, Suite 45 • Pensacola, FL 32503-2692 • (850) 476-0318 • Fax (850) 494-9764

September 20, 2018

Mr. Tim Tolbert
Escambia County Building Services Department
3363 West Park Drive
Pensacola, FL 32505

Dear Mr. Tolbert:

The Home Builders Association respectfully requests the reappointment of Mr. John Harold, of J.M. Harold Construction, and Ms. Karen Wright, of Servis First Bank, to be reappointed to the Inspections Fund Advisory Board (IFAB). Mr. Harold and Ms. Wright are well experienced and have done a great job of serving on this all-important board.

Sincerely,

David Peaden
Executive Director

John Harold
J. M. Harold Construction, Inc.
P O Box 6031
Pensacola, Florida 32503 0031
Office: 850-477-8686
Fax: 850-484-4847

- President of J.M. Harold Construction, Inc.
- Certified Building Contractor since 1972
- Past President of the Home Builders Association of West Florida
- Past Chair of the HBA's Cost and Codes Committee
- Actively building in Escambia and Santa Rosa Counties since 1977

Karen Polk Wright

204 Newberry Street
Cantonment, FL 32533
(850) 969-9807

PROFESSIONAL EXPERIENCE:

ServisFirst Bank, Pensacola, Florida (January 2011 – current)
Senior Vice President – Commercial Banking

- *Responsible for production and management of $64MM commercial loan portfolio*
- *Business development*
- *Financial analysis of credits*
- *Establish and negotiate credit terms*
- *Assist with establishing and opening of branch facility in a new market (2011)*

Coastal Bank and Trust of Florida (May 2000 – January 2011)
Senior Vice President – Commercial Banking

- *Responsible for managing over $80MM commercial loan portfolio*
- *Responsible for development of two junior lenders with total portfolios of $115MM*
- *Business development*
- *Financial analysis of credits*
- *Establish and negotiate credit terms*
- *Identify and manage special assets*
- *Responsible for leadership, growth and support of six team members*

SouthTrust Bank, NA, Pensacola, Florida (March 1998 – May 2000)
Assistant Vice President – Commercial Lending / Branch Manager

- *Managed a $50MM branch*
- *Responsible for over $12MM in new commercial loan production ('99)*
- *Business development*
- *Financial analysis of credits*
- *Establish and negotiate credit terms*
- *Supervised a staff of eight employees*

Hess Financial Services, Pensacola, Florida (February 1996 – March 1998)
Office Manager / Administrative Assistant

- *Primary responsibility was to insure compliance with federal and state regulatory requirements governing loan brokerage and real estate brokerage firms*
- *Performed spreadsheet analysis of real estate loan transactions*
- *Responsible for market research and development of prospects*

Regions Bank, Pensacola, Florida (May 1990 – February 1996)
Administrative Assistant – Commercial Lending / Consumer Lending

- *Administrative assistant to three commercial lending Vice Presidents*
- *Analyzed, made credit decisions and funding consumer loan requests*
- *Responsible for regulatory compliance on a $60MM loan portfolio*

- *Monitored, maintained and regulated commercial revolving lines of credit*
- *Assisted in the process of analyzing and reviewing commercial credit requests*
- *Operational administrator for In-Direct Lending department*

EDUCATION:

Troy State University, Troy, Alabama, 1997
Bachelors of Science in Business Administration / Management
Magna Cum Laude, National Honor Society

COMMUNITY INVOLVEMENT:

AMI Kids Pensacola, Inc., Pensacola, Florida (January 2012 – 2015)
Board of Directors
- *Annual Campaign Committee (2012 - 2014)*

Community Drug and Alcohol Council (CDAC), Pensacola, Florida (June 2001 – Present)
Board of Directors
- *President (2006 – 2008)*
- *Past President (2008 – 2009)*
- *Treasurer (2003 – 2005; 2012 – 2013)*
- *Audit Committee Chair (2010 – 2011)*
- *President (2013 – 2015)*

Pensacola Habitat for Humanity Inc., Pensacola, Florida (January 2013 – Present)
Board of Directors
- *Finance Committee (February 2013 – Present)*
- *Delinquency Reduction Committee (January 2013 – present)*

Escambia County - BID Inspections Fund Advisory Board (IFAB)
- *Advisory Board Member (June 2013 – Present)*

Pensacola Little Theatre (PLT), Pensacola, Florida (May 2011 – 2013)
Board of Directors
- *Sponsorship Committee Chair for Cabaret (2011 – 2013)*

Council on Aging, Retired Senior Volunteer Program (RSVP) Advisory Board, Pensacola, Florida (February 2001 – December 2008)
Board Member
- *Fundraising Committee (2002 – 2007)*

Boy Scouts of America, Pensacola, Florida (January 1995 – February 2003)
Friends of Scouting Committee (1995 – 2003)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14910 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/04/2018
Issue: Emergency Medical Services Mutual Aid Agreement Between Lifeguard Ambulance Service of Florida, LLC and Escambia County, Florida
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Mutual Aid Agreement Between Lifeguard Ambulance Service of Florida, LLC, and Escambia County - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Emergency Medical Services Mutual Aid Agreement, for emergency medical assistance between Lifeguard Ambulance Service, LLC, and Escambia County:

A. Approve the Emergency Medical Services Mutual Aid Agreement, for emergency medical assistance between Lifeguard Ambulance Service, LLC, and Escambia County that is effective on the date of execution by the last-signing party and that shall continue indefinitely unless terminated; and

B. Authorize the County Administrator to execute the Emergency Medical Services Mutual Aid Agreement.

BACKGROUND:

Escambia County Emergency Medical Services (ECEMS) desires to enter into a mutual aid agreement with Lifeguard Ambulance Service, LLC in the event that the demand for emergency medical services equipment and personnel may be high. The agreement will allow recipricol emergency aid and assistance in case of of emergencies too extensive to be dealt with unassisted.

BUDGETARY IMPACT:

None

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved this Agreement as to form and legal sufficiency.

PERSONNEL:

Implementation of this Emergency Medical Services Mutual Aid Agreement will be accomplished with existing personnel. No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioner policies require all Agreements to be approved by it.

IMPLEMENTATION/COORDINATION:

Leon Salter, Deputy Chief of Operations of the Division of Emergency Medical Services, will be responsible for the implementation and maintenance of this Emergency Medical Services Mutual Aid Agreement.

Attachments

Mutual Aid Agreement

EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT

This EMS MUTUAL AID AGREEMENT is entered into by and between **Lifeguard Ambulance Service LLC, a foreign limited liability company authorized to conduct business in the State of Florida,** and **Lifeguard Ambulance Service of Florida LLC, a Florida limited liability company authorized to conduct business in the State of Florida** (collectively, "LIFEGUARD"), with a principal address of 216 Aquarius Drive, Suite 303, Birmingham, AL 35209, and **Escambia County, a political subdivision of the State of Florida, by and through its Public Safety Department, Division of Emergency Medical Services** ("EMS PROVIDER"), with an administrative address of 221 Palafox Place, Suite 420, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, EMS PROVIDER and LIFEGUARD are licensed in the states of Alabama and Florida as ambulance service providers. The parties each have certain emergency medical services equipment and personnel with the capabilities of providing first response emergency medical care and inter-facility EMS transfers; and

WHEREAS, ambulance service providers may develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, there may be times when the demand for emergency medical services equipment and personnel may be high; and

WHEREAS, in the event of such circumstances, mutual assistance may be desired in the form of providing response to emergency calls.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the respective parties hereto agree as follows:

1. In the event LIFEGUARD or EMS PROVIDER requires additional emergency medical assistance, the requesting party shall contact the other party to respond by sending emergency services personnel and equipment for assistance to emergencies and/or by providing inter-facility emergency medical transportation services.

2. The nature and extent of assistance furnished will be determined on the basis of the prevailing needs for emergency services at any particular period in time and the responding party's available resources. The responding party may cancel or reject any transport if it deems such transport to be unsafe. The rendering of assistance under the terms of this Agreement will not be mandatory, but the responding party should immediately inform the requesting party if, for any reason, assistance cannot be rendered within a reasonable amount of time.

3. The personnel, equipment, and resources of LIFEGUARD will remain under operational control of LIFEGUARD for the area in which it is serving. Direct supervision and control of said personnel, equipment, and resources will remain with the designated supervisory personnel of LIFEGUARD.

4. The personnel, equipment, and resources of EMS PROVIDER will remain under operational control of EMS PROVIDER for the area in which it is serving. Direct supervision and control of said personnel, equipment, and resources will remain with the designated supervisory personnel of EMS PROVIDER.

5. LIFEGUARD will have the sole right to bill for the patient transport services it provides. EMS PROVIDER will not be indebted to LIFEGUARD for services rendered. EMS PROVIDER will, to the best of its ability, assist LIFEGUARD with documentation necessary to bill Medicare, Medicaid, commercial insurance, and other third-party payors.

6. EMS PROVIDER will have the sole right to bill for the patient transport services it provides. LIFEGUARD will not be indebted to EMS PROVIDER for services rendered. LIFEGUARD will, to the best of its ability, assist EMS PROVIDER with documentation necessary to bill Medicare, Medicaid, commercial insurance, and other third-party payors.
7. When LIFEGUARD transports a patient, it shall bill the patient and/or any third-party payer directly at its usual rate.
8. When EMS PROVIDER transports a patient, it shall bill the patient and/or any third-party payer directly at its usual rate.
9. The parties hereto, their respective officers, officials, employees, and agents will not be deemed to assume any liability for the acts, omission or negligence of the other party. Nothing in this Agreement may extend liability of the County beyond the limits established in §768.28, Florida Statutes, or serve as a waiver of sovereign immunity by the County and nothing herein may be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.
10. The parties expressly intend that with regard to the operation of this Agreement, nothing herein may create or be construed to create an employer-employee, principal-agent, or joint venture relationship. Further, the parties have no authority to bind the other to any commitment, contract, agreement or other obligation.
11. This Agreement is governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement will be in Escambia County, Florida.
12. The term of this Agreement commences upon the date last executed and continues indefinitely unless earlier terminated as provided herein. Either party may terminate this Agreement, at any time and for whatever reason, by providing the other party a thirty (30) days prior written notice of termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

IN WITNESS WHEREOF, the parties have accepted, made, and executed this Agreement, upon the terms and conditions above stated on the day and year signed.

EMS PROVIDER

Escambia County, Florida

_____
Signature

Jack R. Brown
Print Name

County Administrator
Title

_____
Date

LIFEGUARD

Lifeguard Ambulance Service LLC
Lifeguard Ambulance Service of Florida LLC

_____
Signature

Joshua Spencer
Print Name

Senior Director of Operations
Title

8/30/18
Date

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/16/18

Notices:

EMS PROVIDER

Escambia County, FL

Attn: County Administrator

Address: 221 Palafox Place, Suite 420

Pensacola, FL 32502

Phone: 850.595.4947

With a copy to:

Attn: Public Safety Director

Address: 6675 North "W" Street

Pensacola, FL 32505

Phone: 850.471.6411

LIFEGUARD

Lifeguard Ambulance Service LLC

Lifeguard Ambulance Service of Florida LLC

Attn: Brett Jovanovich – *President*

Address: 950 22nd Street North, Ste. 800

Birmingham, AL 35203

Phone: 205.380.2065

With a copy to:

Attn: General Counsel

Address: 1001 Boardwalk Springs Place, Ste. 250

O'Fallon, MO 63368

Phone: 636.695.5311

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14960 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/04/2018
Issue: OLF8 Master Plan Request for Proposals
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the OLF8 Master Plan Request for Proposals - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the OLF8 Master Plan Request for Proposals (RFP):

A. Approve the OLF8 Master Plan RFP Scope of Work;

B. Authorize staff to begin the solicitation process through the Office of Purchasing; and

C. Authorize staff to shortlist responses to no more than three firms (not ranked) to bring to the Board for review, ranking, and selection.

BACKGROUND:

At its regular meeting on September 20, 2018, the Board authorized staff to prepare a Request for Proposals (RFP) for the OLF8 Master Plan.

As directed, staff has prepared the OLF8 Master Plan RFP Scope of Work for Board approval. Item "C" of this recommendation authorizes staff to shortlist no more than three firms to bring to the Board for review, ranking, and selection.

BUDGETARY IMPACT:

No budgetary impact associated with this recommendtion, however, funding will be available from the OLF8 RESTORE Direct Component (Pot 1) project once approved by the U.S. Department of Treasury.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration associated with this recommendation.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

Natural Resources Management Department staff will coordinate with the Development Services Department and Office of Purchasing to begin the solicitation process.

Attachments

Scope of Work OLF8 Master Plan

ResumePage-09202018 OLF8

OLF8 Master Plan

1. PURPOSE

Escambia County Requests Letters of Interest from qualified firms to develop a master plan for Outlying Landing Field 8 (OLF8). The OLF8 Master Plan should determine the highest and best use of the OLF8 property that is compatible with the surrounding community while maximizing economic impact to Escambia County. A thorough economic impact analysis should include all of the projected economic benefits of the project including the anticipated job creation with average annual salaries above the median annual salary for Escambia County.

2. GENERAL INFORMATION

OLF8 is an approximately 640 acre cleared parcel located in the Beulah community in Escambia County, FL. OLF8 fronts Nine Mile Road (Highway 90) to the South and Frank Reeder Road to the North. OLF8 is adjacent to Navy Federal Credit Union's (NFCU) Beulah campus, which is anticipated to employ over 10,000 people by 2020. Escambia County has entered into negotiations with NFCU to sell the eastern most 100 acres of the OLF8 property to NFCU at market price subject to NFCU's commitment of a mutually agreed upon number of jobs be added to the NFCU campus. All uses compatible with the surrounding community should be considered including the potential for public uses (school, post office, fire station, etc.). Please see the attached Project Location Map for additional information.

Escambia County pursued acquisition of OLF8 to enhance economic development opportunities for the region. OLF8 is currently owned by the U.S. Department of the Navy and is utilized as a Navy helicopter training Outlying Landing Field. Escambia County and the U.S. Department of the Navy have executed a Land Exchange Agreement (LEA) to transfer title to the property to Escambia County. Title transfer is expected to occur by January 2019.

3. GRANT REQUIREMENTS

The 2010 Deepwater Horizon oil spill led to passage of the RESTORE Act in 2012. The Act dedicates 80 percent of all Clean Water Act penalties related to the spill to the Gulf Coast Restoration Trust Fund. The Escambia County Board of County Commissioners selected the OLF8 Master Plan as one of ten initial projects to fund with Escambia County's RESTORE Direct Component (Pot 1) allocation.

The OLF8 Master Plan shall be consistent with Escambia County's RESTORE Direct Component Multi-Year Implementation Plan (MYIP) and Treasury Grant Application (awaiting approval). The plan shall be compliant with the RESTORE Act and all applicable rules and laws. For more information on Escambia County's Direct Component projects please visit https://myescambia.com/our-services/natural-resources-management/restore/multi-year-implementation-plan.

4. SCOPE OF SERVICES

The Master Plan should determine the highest and best use of the OLF8 property and produce a sustainable and resilient implementation plan. The Master Plan will be based on an Existing Conditions Analysis, Technical Analysis, and Stakeholder Engagement & Community Participation. All data and mapping for the site and surrounding area shall be delivered in a Geographic Information System (GIS)

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compatible format such as a shapefile or a file geodatabase format in an ArcMAP 10.1 or higher version. Escambia County will provide base data to firms interested in submitting a proposal. It is expected that the submittals for this project provide maps and data in said format which will demonstrate that the interested firm or firms have the GIS capabilities to deliver the desired data. The Existing Conditions Analysis will analyze historic and current site attributes and the site's connectivity and compatibility to the surrounding community. The Technical Analysis will weigh five considerations useful to determining the arrangement, use, and form of the site. Specifically, the Economic Impact Analysis will analyze supportable industries based on market demand and economic sustainability. Stakeholder Engagement & Community Participation is key to the Master Plan. As part of the public participation process, interactive public stakeholder meetings will be held throughout the Master Plan process.

Master Plan Tasks

The Master Plan will include at least the following tasks delivered in GIS Compatible format:

1. **Existing Conditions Analysis**
    a. Project Site & Context
    b. Regional Context/Impacts (Development of Regional Impact)
    c. Site Conditions & Proposed Offsite Projects in the Subject Area
    d. Constraints & Opportunities

2. **Technical Analysis**
    a. Environmental Analysis
    b. Transportation Analysis - Review of all existing roads and streets along with their level of service, review of current transportation plans & maps; review capital improvements that are associated with the project area and review all existing transportation studies and models
    c. Infrastructure Analysis
    d. Economic Impact Analysis - quantitative and qualitative information including economic trends, employment forecast, and uses
    e. Master Plan Considerations

3. **Stakeholder Engagement & Community Participation**
    The firm must develop a Stakeholder Engagement and Community Participation Plan that actively and fully engages the citizens and stakeholders in the preparation of the master plan with revised Land Development Code regulations and architectural standards in support of the Master Plan for adoption and implementation of the governing regulation and master plan. It is expected the firm will utilize a charrette process and/or any other similar smart planning citizens engagement process. It is essential that all residents, stakeholders, government, and non-governmental entities have adequate opportunity to comment on the Plan and that those comments be well documented. It is equally important that due consideration be given to those comments.

4. **Master Plan and Implementation Plan**
    The firm should utilize information obtained from Tasks 1 through 3 for the preparation of the Master Plan. The Master Plan should determine the highest and best use of the OLF8 property while maximizing economic impact through job creation. The firm should strive to balance the desires of the stakeholders with the results of the Economic Impact Analysis. The firm should prepare an actionable Implementation Plan, including supplemental architectural and developmental standards for the Master Plan area.

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Deliverables
Key deliverables include, but are not limited to (electronic and hard copies):

- Project Schedule
- Existing Conditions Analysis Report
- Technical Analysis Report
- Economic Impact Report
- GIS Data and analysis results which will allow county staff to continue future analyses and maintenance for tracking and maintaining the OLF8 facility as it evolves
- Stakeholder Engagement & Community Participation Plan
- Draft Master Plan & Implementation Plan, including supplemental architectural and developmental standards for the Master Plan area. These recommended standards shall be in a format consistent for inclusion in the Land Development Code.
- Final Master Plan & Implementation Plan, including supplemental architectural and developmental standards for the Master Plan area. These recommended standards shall be in a format consistent for inclusion in the Land Development Code.

5. PROJECT APPROACH

Firm should demonstrate with RLI submittal a conceptual approach for developing the OLF8 Master Plan. The conceptual approach should consider the following factors:

1. Strategy for addressing Plan Objectives.
2. Approach to conducting the Existing Conditions Analysis and Technical Analysis.
3. Approach to conducting the Economic Impact Analysis.
4. Demonstration of innovative methods for soliciting, assessing, and using community input, comments, and suggestions during project development and for working with diverse stakeholders to achieve Plan Objectives.
5. Demonstration of successfully implementing other similar master plans.
6. Strategy for implementing the OLF8 Master Plan.

Funding Availability:
Funding is available in Fund 118, Gulf Coast Restoration Fund, Cost Center XXXXXX.

Project Timeline:
Project should be substantially completed by January 2020.

Anticipated Disciplines (Function Codes SF 330):

	GSA Code	Description
Primary Disciplines	12	Civil Engineer
	20	Economist
	29	Geographic Information System Specialist
	47	Planner: Urban/Regional
Secondary Disciplines	06	Architect
	18	Cost Engineer/Estimator
	23	Environmental Engineer

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	38	Land Surveyor
	39	Landscape Architect
	48	Project Manager
	60	Transportation Engineer

	GSA Code	Description
Primary Experience	P05	Planning (Community, Regional, Areawide, and State)
	P06	Planning (Site, Installation, and Project)
Secondary Experience	C08	Codes; Standards; Ordinances
	C10	Commercial Building; Shopping Centers
	C18	Cost Estimating; Cost Engineering and Analysis
	E09	Environmental Impact Studies, Assessments
	E11	Environmental Planning
	G04	Geographic Information System Services
	H07	Highways; Streets
	L02	Land Surveying
	L03	Landscape Architecture
	O01	Office Buildings; Industrial Parks
	P100	Deliverables for Government Facilities https://www.gsa.gov/cdnstatic/GSA_GIS_Standards.pdf
	R04	Recreational Facilities
	S11	Sustainable Design
	S13	Stormwater Handling & Facilities
	Z01	Zoning; Land Use Studies

Evaluations and Selection:

Escambia County shall follow the procedures outlined in the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The Selection committee shall consider the following factors:

County Staff - Shortlisting Committee Criteria

		Points
1.	**Project Approach:** Firm should demonstrate a clear understanding of the project goals and objectives. Firm should address with their submission a thorough response to the items requested in Section 5, Project Approach.	**10**
2.	**Regional and Site Context:** Firm should demonstrate a clear understanding of the regional and site context and significance of the project on the surrounding community.	**10**
3.	**Past Record and Performance of the Team:** Firm should document past record and performance of the project team. Firm should document successfully implemented similar scale master plans including economic analysis. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal.	**8**

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4. **<u>Experience and Technical Expertise of the Team:</u>** Firm should document background experience of the project team. Team experience should specifically address master planning and economic analysis and any other experience the firm identifies as relevant to the project. Experience of the firm shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as "primary" shall be considered as minimum criteria. Disciplines identified by GSA codes as "secondary" shall not be considered as minimum qualifications. Experience in these secondary disciplines should generally result in higher scores. **19**

   Firm should document technical expertise of the team. Firm should address the following 5 Subtasks found in Section 4.2:

   a) Environmental Analysis (3 points)
   b) Transportation Analysis (3 points)
   c) Infrastructure Analysis (3 points)
   d) Economic Impact Analysis (5 points)
   e) Master Plan Considerations (5 points)

5. **<u>Ability to Meet Project Schedule and Be Readily Accessible:</u>** Project schedule is determined by terms and conditions of the grant agreement. Firm should demonstrate their understanding and need for flexibility to meet the project and grant schedule. Project team members should be readily accessible to avoid unnecessary delays. Firm should demonstrate how their team will be readily accessible to the County. **3**

<u>Board of County Commissioners - Selection Committee Criteria</u>

1. Strategy for addressing Plan Objectives. **15**
2. Approach to conducting the Existing Conditions Analysis and Technical Analysis. **15**
3. Approach to conducting the Economic Impact Analysis. **20**
4. Demonstration of innovative methods for soliciting, assessing, and using community input, comments, and suggestions during project development and for working with diverse stakeholders to achieve Plan Objectives. **20**
5. Demonstration of successfully implementing other similar master plans. **15**
6. Strategy for implementing the OLF8 Master Plan. **15**

Award(s) resulting from this solicitation shall be subject to provisions of Chapter 1-9-5, CONSULTANTs of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

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COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. Recommendation: That the Board take the following action concerning authorizing a Request for Proposal to hire a professional planner for the OLF8 Master Plan:

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

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

CHAIRMAN BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER BARRY

Motion: Move Item 5-A, with the caveat that Item 5-B will be brought back to the next Committee of the Whole	
Made by: Commissioner Bergosh	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Speakers: Theresa Blackwell, Ralph Abagis, and Chester Holland	
Audio:	

COMMISSIONER BARRY RELINQUISHED THE CHAIR TO CHAIRMAN BERGOSH

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

Motion: To move to the October Committee of the Whole	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Speaker: Pastor Bill Adams	
Audio:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14909 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Approval to Issue Fiscal Year 2018-2019 Purchase Orders in Excess of $50,000
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders, in Excess of $50,000, for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, for the Fiscal Year 2018-2019, 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 Solid Waste Fund Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	$260,000	PD 17-18.055 BCC 8-2-18
B.	Bridgestone Americas, Inc. d/b/a GCR Tire Center Vendor Number: 025944 Repairs and Maintenance Fund: 401 Solid Waste Fund	$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

	Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)		
C.	Fairbanks Scales, Inc. Vendor Number: 060214 Repairs and Maintenance For Scales at Perdido and Palafox Fund: 401 Solid Waste Fund Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	$55,000	PD 14-15.092 BCC 11-5-15
D.	Gulf Coast Environmental Contractors, Inc. Vendor Number: 060214 Repairs and Maintenance Large Machine Mowing Perdido Landfill Fund: 401 Solid Waste Fund Cost Center: 230314 (Operations)	$70,000	PD 17-18.051
E.	LFG Technologies, Inc. Vendor Number: 120081 Other Contractual Services and Repairs and Maintenance For Gas to Energy System Fund: 401 Solid Waste Fund Cost Center: 230308 (Gas to Energy)	$85,000	PD 07-08.111 5YR Operations & Maintenance Agreement Extended by BCC 5-15-14
F.	Perma Fix of Florida, Inc. Vendor Number: 422111 Other Contractual Services Collection and Disposal Household Hazardous Waste Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling)	$200,000	PD 15-16.031 BCC 5-19-16
G.	R. K. Allen Oil Company, Inc. Vendor Number: 011470 Lubrication Products, Anti-freeze And Brake Fluid Fund: 401 Solid Waste Fund Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	$50,000	PD 16-17.056 BCC 8-3-17

H.	SETCO, Inc. Vendor Number: V0000393 Solid Rubber Tires for 966 Loaders Fund: 401 Solid Waste Fund Cost Center: 230307 (Transfer Station)	$88,000	Original Equipment Manufacturer
I.	Thompson Tractor Vendor Number: 201640 Repairs and Maintenance/Rentals Fund: 401 Solid Waste Fund 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)	$500,000	Original Equipment Manufacturer
J.	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. Allsouth Construction Services, LLC Vendor No. 420550 2. B&W Utilities, Inc. Vendor No.: 420661 3. Chavers Construction, Inc. Vendor No. 032335 4. Gulf Atlantic Constructors, Inc. Vendor No. 843895 5. Gulf Marine Construction, Inc. Vendor No: 072896 6. Heaton Brothers Construction Company, Inc. Vendor No.: 081314 7. J. Miller Construction, Inc. Vendor No. 133404 8. Midsouth Paving, Inc.	$600,000	PD 16-17.081 BCC 11-30-17

	Vendor No. 133305 9. Panhandle Grading & Paving, Inc. Vendor No. 160114 10. Principle Properties, Inc. Vendor No.: 420785 11. Roads, Inc. of NWF Vendor No. 182328 12. Site and Utility, LLC. Vendor No.: 420683 13. Utility Service Company, Inc. Vendor No. 211593		

BACKGROUND:

The issuance of these purchase orders during the first week of October 2018 provides funding for services and activities associated with environmental compliance by the Waste Services Department on behalf of the Board of County Commissioners, to the citizens of Escambia County for fiscal year 2019.

BUDGETARY IMPACT:

Funds are available in the Budget under Solid Waste Fund (401) in the following Cost Centers: 230301-Administration; 230304 – Environmental Quality; 230306 – Recycling; 230307-SW Transfer Station; 230308- Landfill Gas to Energy; 230309 – SW Closed Landfills; 230314 – SW Operations; 230315 – Projects; and 230316 – Saufley Landfill.

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 has coordinated with the Office of Management and Budget, and will work with Purchasing Office Staff to prepare purchase orders as needed.

Attachments

Blue Arbor
Bridgestone
Fairbanks Scales
Gulf Coast Environmental
LFG Technologies
Perma Fix
R.K. Allen Oil Company
Paving and Drainage

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board adopt the Resolution [R2018-84] approving Supplemental Budget Amendment #157, General Fund (001), in the amount of $28,568, to recognize the Sheriff's off-duty officer, auto repairs, investigative costs, and miscellaneous reimbursements/fees; and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

9. Recommendation: That the Board award an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per Specification Number PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., and authorize the County Administrator to sign the Agreement for Temporary Labor Services with Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months, in the approximate amount of $3,200,000 (projected Fiscal Year 2018-2019 Budget), per the following:

   A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - $2,500,000; effective upon award and execution of the Agreement;

   B. Lot 2 - Temporary Labor Services for the Bob Sykes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - $410,000; effective September 01, 2018; and

   C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - $300,000; effective at the beginning of the 2018-2019 Fiscal Year Budget.

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

[Funding:

Lot 1:

- Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.
- Community Affairs - Fund Code 352, Local Option Sales Tax (LOST) III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.
- Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370232, 2018 CDBG Other; Object Code 53401, Other Contractual Services; $10,000.
- County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.
- Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.
- Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.
- Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76.
- Public Works Engineering - Fund Code 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 53401, Other Contractual Services; $200,000.
- Public Works Engineering - Fund Code 353, LOST IV; Cost Center 210106,; Object Code 53401, Other Contractual Services; $200,000.
- Parks & Recreation - Fund Code 352, LOST III; Cost Center 360229; Object Code 53401, Other Contractual Services; $117,372.17.
- Development Services - Fund Code 116, Development Review Fee; Cost Center 211902, Development Engineering; Object Code 53401, Other Contractual Services; $60,000.
- Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $ 5,000.
- Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.

(Continued on Page 22)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

- Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.
- Fund Code 102, Economic Development Fund; Cost Center 360704, Econ Dev Operating; Object Code 53401, Other Contractual Services; $35,000.
- Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $5,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; $15,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $39,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $58,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $110,000.
- Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.
- Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $80,000.
- County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $8,000.

Lot 2: $410,000

Fund Number 167; Cost Center 140301; Object Code 53401, Other Contractual Services.

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

Lot 3: $300,150

[Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

10. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and George A. Smith, M.D., per the terms and conditions of PD 17-18.034, Part-Time Physician Services, Escambia County Jail, for a term of 36 months, with an option to renew for two successive twelve-month periods, in the amount of $110 per hour, for the satisfactory performance of 20 or less hours per week of physician services at the Escambia County Jail. The annual contract amount for all services performed shall not exceed the maximum amount of $105,600 per year.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

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f: (850) 878-8665
www.flsheriffs.org

Addendum#1 – Contract 15/17-07-0220
Tires and Other Related Services

January 31, 2017

The Florida Sheriffs Association announces that the above Cooperative Purchasing Program contract is extended for an addition two (2) year period beginning on March 1, 2017 through February 28, 2019. Pricing will be based on a twelve (12) month period within this extension.

This extension includes all original Contract Terms and Conditions which will remain in force throughout the contract period.

FSA CPP has received agreements from the following vendors for extension:

Bridgestone Americas Tire Operations, LLC

Continental Tire the Americas, LLC

The Goodyear Tire & Rubber Company

Michelin North America, Inc.

Signed,

Andrew T. Terpak, FSA Business Operations Manager

Annette C. Grissom, FSA Cooperative Bid Coordinator

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

17. Approving, and authorizing the County Administrator to sign, the Amendment of Agreement for Professional Consulting Services, PD 13-14.082, Design Criteria Professional for the New Escambia County 1,476-Bed Correctional Facility, approved on August 20, 2015, relating to Article 5, Paragraph 5.1 Compensation, correcting an error and the compensation provided in Paragraph 5.1 was as drafted and that Article 5, Paragraph 5.1 is hereby amended as follows:

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A total amount of Three Million Nine Hundred Ninety Nine Thousand Two Hundred Eighty Dollars (**$3,999,280.00**) ~~Four Million Eighty Eight Thousand Four Hundred Sixty Dollars ($4,088,460.00)~~. Final payment will be subject to approval by the Board of County Commissioners.

18. Awarding Contract PD 14-15.092, "Scale Maintenance for Solid Waste Service," to Fairbanks Scales, Inc., and approving the *Agreement Relating to Scale Maintenance PD 14-15.092* between Escambia County and Fairbanks Scales, Inc., in the amount of $70,000 annually, for a term of 36 months, with two options for 12-month extensions (Funding: Fund 401, Solid Waste Fund, Cost Centers 230307 and 230314, Object Code 54601 - $70,000 annually - Solid Waste Fund 401).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

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

E. Authorize the Chairman or Vice Chairman to accept the Easements, as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

14. Recommendation: That the Board approve a 3-month renewal to AccuStaff for the 4th of [the] allowable 5 years of the toll staffing contract (Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401).

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

15. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Gulf Coast Environmental Contractors, Inc., per the terms and conditions of PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill, for a term of one year, with possible two additional one-year renewal terms; anticipated annual expenditure of $54,320 (Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401).

Motion: To approve Consent Agenda Items 1 through 15	
Made by: Commissioner Robinson	**Seconded:** Commissioner Underhill
Disposition: Carried unanimously	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. Scheduling of a Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried 4-1, with Commissioner May voting "no," authorizing the scheduling and advertising of a Public Hearing for June 3, 2014, at 5:31 p.m., for consideration of the renewal of a *Permit to Construct and/or Operate a Construction and Demolition Debris Facility* for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

10. Amendment to an Agreement

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, approving the *Amendment of Operations and Maintenance Agreement* between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending the Term and Termination of the current Agreement.

II. BUDGET/FINANCE CONSENT AGENDA

1-19. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 19, as follows, with the exception of Items 7, 13, and 15, which were held for separate votes:

1. Adopting the Resolution *(R2014-45)* authorizing the write-off of $2,462,546.31 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

17. Approving the Agreement between Escambia County, Florida, and Perma-Fix of Florida, Inc., per the terms and conditions of PD 15-16.031, Collection and Disposal Services for Household Hazardous Waste, providing for the collection and disposal of hazardous waste materials throughout the County, on an as-needed basis, authorizing an annual amount of $200,000 (Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401).

18. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 15-16.021, Design Services for Quietwater Beach Ferry Landing Site Project, for a lump sum for Phase I of $116,997, a not-to-exceed amount of $53,538 for Phase II, and a not-to-exceed amount of $86,545 for Phase III, with a combined total of $257,080, contingent on funding for Phases II and III (Funding: LAP Quietwater Beach Landing, Cost Center 210115, Object Code 56301, Project Number 16EN3434 – $116,997).

19. Approving Budget Amendment Request #161, Community Redevelopment Agency (CRA) Fund (151), in the amount of $160,454, to move funds from Operating to the Other Grants and Aids account for several CRA Districts (Barrancas, Brownsville, Englewood, Palafox, and Warrington), because more property owners are starting to repair and upgrade their homes and businesses due to an influx in the number of applicant submittals for the Residential and Commercial Rehab Grant; this Budget Amendment does not increase the overall CRA Budget.

20. Taking the following action concerning the Southern Light, LLC, Telecommunications License Agreement & Scope of Work for Perdido Key Fire Station 19 (Funding Source: funds are available in the current Budget, Fire Protection Fund 143, Cost Center 330206):

    A. Approving the Telecommunications License Agreement & Scope of Work with Southern Light, LLC, for Perdido Key Fire Station 19; this will provide a high-speed fiber data connection between the Perdido Key Fire Station 19 and Emergency Management, with a monthly fee of $364; and

    B. Authorizing the County Administrator to sign the *Southern Light, LLC, Telecommunications License Agreement & Scope of Work*.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-9. Approval of Various Consent Agenda Items – Continued

8. Approving, and authorizing the Chairman to sign, a letter of support for Escambia Community Clinic, Inc.'s, Application for a Service Area Competition continuation Grant Application to retain their Federally Qualified Health Center (FQHC) status; if the Grant is approved, Escambia Community Clinics, Inc., would be awarded funding as a FQHC for another three-year period, beginning January 1, 2018.

9. Adopting the Resolution [R2017-89] changing the name of the "Archives for the Clerk & Comptroller" building to the "Public Records Center for the Clerk & Comptroller," per the request of Pam Childers, Clerk of the Circuit Court and Comptroller of Escambia, to provide the public with a more accurate name and description of the office and the services provided there.

II. BUDGET/FINANCE CONSENT AGENDA

1-21. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Bergosh, and carried 4-0, with Commissioner Robinson absent, approving Consent Agenda Items 1 through 21, as follows, as amended to drop Item 16:

1. Taking the following action regarding the State-Funded Grant Agreement, Contract Number 18-BG-XX-01-27-01-XXX (Funding: Fund 110, Other Grants and Project Funds, Cost Center 330412):

   A. Approving the State of Florida, Division of Emergency Management, *State-Funded Grant Agreement Base Grant*, providing funds, in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts, for the period July 1, 2017, through June 30, 2018;

   B. Authorizing the Chairman or Vice Chairman to execute the Grant Agreement; and

(Continued on Page 57)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

16. Continued…

B. Approve, and authorize the County Administrator to execute, the following Change Order to Emerald Coast Utilities Authority:

Department:	Public Works
Division:	Transportation and Traffic
Type:	Addition
Amount:	$91,994.41
Vendor:	Emerald Coast Utilities Authority
Project Name:	Innerarity Island Development Corporation (IIDC) Water System
Contract:	N/A
Purchase Order#:	171024
Change Order (CO) #:	1
Original Contract Award:	$580,000.00
Cumulative Amount of Change Orders Through this CO:	$91,994.41
New Contract Amount:	$671,994.41

17. Approving, and authorizing the Chairman to sign, the Agreement relating to Solicitation # PD 16-17.056, Lubrication Products, Anti-Freeze, and Brake Fluids Specification Contract, between Escambia County, Florida, and R. K. Allen Oil Company, Inc., per the terms and conditions of PD 16-17.056, in the estimated annual amount of $48,000, for Fleet Maintenance - Public Works Department, for a term of 12 months, with an option to renew two 12-month periods (Funding: Fund 175, Transportation Fund, Cost Center 210405, Object Code 56401, for $48,000 annually, for Lubrication Products, for Fleet Maintenance Supervisor - Public Works Department).

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-14919 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc.
From: John Robinson, Division Manager
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement between Escambia County and The Humane Society of Pensacola, Florida, Inc. - John Robinson, Animal Services, Division Manager

That the Board take the following action concerning the Memorandum of Agreement between Escambia County and The Humane Society of Pensacola, Florida, Inc.:

A. Approve the Agreement, which provides the terms and conditions whereby the County agrees to contribute, for the County's current Fiscal Year 2018/2019, the sum of $40,000, to The Humane Society of Pensacola, Florida, Inc., to fund spay and neuter services; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 001, General Fund, Cost Center 250205, Account 58201]

BACKGROUND:

This Agreement provides the terms and conditions whereby the County agrees to contribute for the County's current FY2018/2019 the sum of $40,000 to The Humane Society of Pensacola, Florida, Inc. to fund spay and neuter services.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 250205, Account 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Approval of the Memorandum of Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PHS Agreement

MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE HUMANE SOCIETY OF PENSACOLA, FLORIDA, INC.

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and The Humane Society of Pensacola, Florida, Inc., a non-profit corporation authorized to do business in the State of Florida with a Federal Employer Identification Number of 59-6002691, and administrative offices at 5 North Q Street, Pensacola, FL 32505 (hereinafter referred to as the "Humane Society" or "Recipient").

WITNESSETH:

WHEREAS, the Humane Society serves the citizens of Escambia County by improving the lives of companion animals in the community through advocacy, adoption, education, and sanctuary; and

WHEREAS, the organization is in the forefront of spay and neuter education and strives to make Escambia County a no-kill community where there is no need to euthanize healthy animals; and

WHEREAS, the Humane Society operates the Barbara Grice Spay & Neuter Clinic, which provides affordable, accessible spay and neuter services; and

WHEREAS, in order to further its mission, the Humane Society has agreed to perform in accordance with certain terms and conditions relating to the grant of County public monies to it as specified herein; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has agreed to contribute for the County's Fiscal Year 2018/19 (October 1 through September 30) the sum of $40,000.00 to the Humane Society to fund spay and neuter services at the Barbara Grice Spay and Neuter Clinic.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. In exchange for the faithful performance of the program described herein, the County agrees to contribute for the County's current Fiscal Year 2018/19 (October 1 through September 30) the sum of $40,000.00 to the Humane Society to fund spay and neuter services at the Barbara Grice Spay and Neuter Clinic. Following execution of the agreement, payment shall be provided to the Recipient in a single lump sum payment as provided in **Exhibit A,** attached hereto and incorporated by reference herein.

Section 3. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement and the provisions of §129.09, Florida Statutes, as amended, governing the expenditure of said funds which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any ordinances or statutes appropriating such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the County a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To perform successfully the program more particularly described in **Exhibit A.**

H) To provide a monthly report of program expenditures on or before the 10th day of each month to include the name and address of all program recipients, number and type of procedures performed, and an itemization of eligible expenditures.

Section 4. The Recipient may not enter into subcontracts or sub-grants under of this Agreement without the County's prior written approval. The Recipient must furnish the County a copy of all subcontracts or sub-grants prior to receiving written approval, which shall be granted in the sole discretion of the County.

Section 5. This Agreement shall be effective on the date last executed by the parties hereto and will terminate on September 30, 2019, unless canceled sooner with or without cause by either party.

Section 6. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 7. The Recipient agrees to provide the County with an annual narrative progress report on the program described in **Exhibit A.** Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in **Exhibit A.**

Section 8. The Recipient's approved budget, included in **Exhibit A,** and any changes to that budget that would affect the expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this agreement.

Section 9. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from

September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 10. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 9/29/18

(SEAL)

RECIPIENT:
THE HUMANE SOCIETY OF PENSACOLA, FLORIDA, INC.

By: _____
Executive Director

Attest:

By: _____
Corporate Secretary

(SEAL)

EXHIBIT A

NAME OF ORGANIZATION:
The Humane Society of Pensacola, Inc.

APPROVED BUDGET
PROGRAMMATIC EXPENSES ASSOCIATED
WITH THE FUNCTIONS OF THE
SPAY/NEUTER PROGRAM. ..... $ 40,000.00

Payment shall be issued to the Recipient in a single lump sum payment upon Recipient providing a fully completed W-9 form and a fully executed original Agreement to Escambia County. The County will forward the appropriate documentation to the Clerk's Accounts Payable Department for final payment processing.

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:
SPAY/NEUTER SERVICES

Program funds are to be used for qualified spay and neuter services meeting the following program requirements:

Requirements:

- Eligible participants must be a documented resident of Escambia County, Florida with an annual household income not exceed $35,000.00.
- Funds shall be limited to spay/neuter procedures and may not be used for vaccines or other services.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14920 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Agreement for Equine Services between Escambia County and Panhandle Equine Rescue, Inc.
From: John Robinson, Division Manager
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreement for Equine Services between Escambia County, Florida, and Panhandle Equine Rescue, Inc. - John Robinson, Animal Services Division Manager

That the Board take the following action concerning the Agreement for Equine Services between Escambia County, Florida, and Panhandle Equine Rescue, Inc.:

A. Approve the Agreement; and

B. Authorize the County Administrator to sign the Agreement.

[Funding: Fund 001, General Fund, Cost Center 250207, Account 58201]

BACKGROUND:

This Agreement provides the terms and conditions whereby the County agrees to contribute for the County's current FY2018/2019, the sum of $20,000 for Panhandle Equine Rescue, Inc. to provide suitable shelter, required feed, veterinary care and transportation for those equines in the custody or under control of the Animal Shelter.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 250207, Account 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney Kristin Hual has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Approval of the Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Panhandle Agreement

AGREEMENT FOR EQUINE SERVICES

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 Panhandle Equine Rescue, Inc. (hereinafter referred to as "Contractor"), a Florida not-for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 42-1658881, and whose principal address is 3099 East Chipper Road, Cantonment, FL 32533.

WITNESSETH:

WHEREAS, Contractor is a not-for-profit corporation in Escambia County that strives to rescue, rehabilitate, and provide adoption services for abused, neglected and abandoned equines; and

WHEREAS, the Contractor is willing and able to provide suitable shelter, required feed, veterinary care, and transportation for equines in the care, custody, and control of Escambia County Animal Services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

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

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. The term of this Agreement shall commence on October 1, 2018, and expire on September 30, 2019, unless earlier terminated with or without cause by either party as provided herein.

3. Scope. Contractor shall provide suitable shelter, required feed, veterinary care, and transportation for equines in the care, custody, and control of Escambia County Animal Services ("Services").

4. Compensation. In exchange for Contractor's provision of the Services referenced above, County shall pay Contractor on a cost reimbursement basis for authorized costs of care in an amount not to exceed **$20,000.00** for all Services rendered in accordance with this Agreement. For the purpose of this Agreement, costs of care shall be limited to costs incurred providing suitable shelter, required feed, veterinary care, and transportation for equines in the care, custody, and control of Escambia County Animal Services. Individual salaries will not be eligible for reimbursement.

5. Method of Payment. Contractor may request payments from the County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for eligible expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement will be subject to immediate termination for cause by County and may be terminated for convenience by County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance.

The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

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

(c) Florida statutory Workers' Compensation if applicable.

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

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall

reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Panhandle Equine Rescue, Inc. Attention: Diane Lowery 3099 East Chipper Road Cantonment, FL 32533	To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. 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

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

[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

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

BCC Approved: _____

CONTRACTOR:
PANHANDLE EQUINE RESCUE, INC.

ATTEST:

By: _____
Diane Lowery, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title:
Date: 9/24/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14858 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: FY 2018/19 Purchase Orders over $50,000
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2018-2019 Purchase Orders, in Excess of $50,000, for the Mass Transit Department - Mike Crittenden, Mass Transit Department Director.

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2018-2019, based upon previously-awarded contracts, contractual agreements, or annual requirements, as provided, for the Mass Transit Department.

The issuance of these Purchase Orders during the first week of October 2018 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County:

Vendor / Contractor	Amount	Contract Number
Auto, Truck, & Industrial - NAPA Vendor Number: 015006 Bus Parts Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $50,000	$50,000	N/A
Bridgestone Americas, Inc Vendor Number: 025944 Tires Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $115,000	$115,000	25172500-WSCA-15-ACS

Ward International Vendor Number: 230582 Bus Parts Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $120,000	$120,000	N/A
Gillig, Inc. Vendor Number: 071399 Bus Parts Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $85,000	$85,000	Proprietary
R K Allen Vendor Number: 011470 Oil / Grease / Lubricants Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $50,000	$50,000	PD 13-14.053
G&S Holdings Vendor Number: 050992 Bus Parts Fund 104 (Mass Transit) Cost Center: 211217 (Fleet Maintenance) Amount: $50,000	$50,000	
ITL Solutions Vendor Number 423758 Paratransit Services Fund 104 (Mass Transit) Cost Center: 211215 (Paratransit) Amount: $3,029,748	$3,029,748	PD 16-17.068

BACKGROUND:

The Mass Transit Department has purchase orders that may exceed $50,000 over the course of a fiscal year.

The issuance of the purchase orders during the first week of October 2018 is necessary to ensure continuity of services traditionally provided by the Board of County Commisioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the aforementioned Purchase Orders is available in various accounts and divisions.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14807 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Approval to Issue Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

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

	Vendor/Contractor	Amount	Contract Number
A.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $138,000	$138,000	PD 17-18.055
B.	American Facility Services, Inc. Vendor Number:012106 Contract Custodial Services for County Buildings Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: $695,500 Fund: 501 (Internal Service) Cost Center: 150112 (Employee Health Clinic/Custodial)	$705,500	PD 17-18.014

	Amount: $10,000		

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2018 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 310203 Facilities Management/Maintenance and 310202 Facilities Management/Custodial; & Library Fund (113), Cost Center 110502, Library/Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14775 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Purchase Orders in Excess of $50,000
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

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

	Vendor	Amount	Contract Number
A.	AT & T (Bellsouth Telecommunications) Vendor Number: 010542 911 Communications Fund: 145 (E-911) Cost Center: 330404	$425,862	Annual Support Service for Original Equipment
B.	Bound Tree Medical Vendor Number: 02153 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	$82,000	PD 14-15.083
C.	Bound Tree Medical Vendor Number: 02153 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	$22,000	PD 14-15.084

D.	City of Pensacola Vendor Number: 406544 Support of 9-1-1 Telecommunications Fund: 145 (E911 Operations) Cost Center: 330404	$246,000	Agreement with Automatic Renewal, as amended. Approved by BCC 1/23/96
E.	Henry Schein, Inc. (Matrix Medical) Vendor Number: 131760 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	$50,000	PD 14-15.083
F.	Henry Schein, Inc. (Matrix Medical) Vendor Number: 131760 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	$50,000	PD 14-15.084
G.	Henry Schein, Inc. (Matrix Medical) Vendor Number: 131760 LifePak Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	$52,500	PD 14-15.085
H.	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 143 (Fire Protection) Cost Center: 330206	$80,000	State Contract
I.	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 408 (EMS) Cost Center: 330302	$60,000	State Contract
J.	Verizon Wireless Vendor: 220218 Cell Service Fund: 001 (General) 408 (EMS) Cost Centers: 330402,330403,330801,330302	$65,000	PD 14-15.093

K.	Verizon Wireless Vendor: 220218 Cell Service Fund: 143 (Fire Protection) Cost Center: 330206	$50,268	PD 14-15.093
L.	Galls, Inc. Vendor: 070290 Uniforms Fund: 001 (General) 408 (EMS Cost Centers: 330402, 330403, 330302	$115,000	PD 16-17.093
M.	Galls, Inc. Vendor: 070290 Uniforms Fund: 143 (Fire) Cost Center: 330206	$80,000	PD 16-17.093
N.	Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	$425,000	Blanket Purchase Order
O.	Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
P.	G & S Holdings, LLC Vendor Number: 050992 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
Q.	Fisher Scientific Co, LLC Vendor Number: 061420 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
R.	Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302	$59,054	Blanket Purchase Order
S.	McKesson Medical-Surgical, Inc. Vendor Number: 423474 Fund: 408 EMS Cost Center: 330302	$75,000	Blanket Purchase Order

T.	Knowles On Site Repair, Inc. Vendor Number: 423016 Fund: 145 (Fire) Cost Center: 330206	$50,000	Blanket Purchase Order
U.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	$150,000	Blanket Purchase Order
V.	Ten-8 Fire Equipment Inc Vendor Number: 200935 Fund: 145 (Fire) Cost Center: 330206	$60,000	Blanket Purchase Order

BACKGROUND:

Issuance of these purchase orders during the first week of October 2018 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2018/2019 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed FY 2018/2019 budget at the second public hearing scheduled for September 17, 2018.

BUDGETARY IMPACT:

Per the guidance of Purchasing Manager, Paul Nobles, blanket purchase orders do not require a formal solicitation.

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department will issue purchase requisitions as soon as possible on or after October 1, 2018, in accordance with the adopted FY 2018/2019 budget.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14944 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Exercising the First of Two Possible One-Year Renewal Periods Related to PD 16-17.024
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the First of Two Possible One-Year Renewals Provided for in the Multiple Award Agreement for Food Service Supplies, PD 16-17.024 - William Powell, Director of Corrections

That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the following Agreements covered by PD 16-17.024:

A. Agreement Relating to Food Service Supplies, PD 16-17.024, between Sysco Gulf Coast, Inc., and Escambia County, Florida; and

B. Agreement Relating to Food Service Supplies, PD 16-17.024, between The Merchants Company, Inc., and Escambia County, Florida.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290202]

BACKGROUND:

On May 30, 2017, the County issued an Invitation to Bidders (PD 16-17.024) seeking a contractor to provide food service supplies for the Escambia County Road Prison's food service operation. On November 1, 2017, the County entered into agreements with Sysco Gulf Coast, Inc. and Merchants Company, Inc. 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 one year with the option to utilize two additional one-year renewals. It is the request of the Corrections Department that we utilize the first of the two additional one-year renewals for the period of November 1, 2018 to October 31, 2019.

BUDGETARY IMPACT:

Funding: Fund 175, Transportation Trust Fund; Cost Center 290202

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 a renewal period 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

Sysco Gulf Coast, Inc., PD 16-17.024

Merchants Company, Inc., PD 16-17.024

AGREEMENT RELATING TO FOOD SERVICE SUPPLIES (PD 16-17.024)

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Sysco Gulf Coast, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 03-0552490, and whose principal address is 2001 West Magnolia Avenue, Geneva, AL 36340.

WITNESSETH:

WHEREAS, on May 30, 2017, the County issued an Invitation to Bidders (PD 16-17.024) seeking a contractor to provide food service supplies for the Escambia County Road Prison, 601 Highway 297A, Cantonment, Florida

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies on an as-needed basis; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such items 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 an initial term of one year. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms.

After exercising all options to renew, the County may request an extension of this Agreement for an additional six (6) months to prevent an interruption in service. The County shall provide written notice of the desire to extend the agreement no later than thirty (30) 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 and extend, shall not exceed the duration of three (3) 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, Specification No. P.D. 16-17.024, 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 supplies in accordance with the Contractor's Bid Form, 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. 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.

6. 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. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. 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.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

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

(c) 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.

It is understood and agreed by the parties that if the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Sysco Gulf Coast, Inc.	To: Escambia County
Attention: Christopher R. McCollum	Attention: County Administrator
2001 West Magnolia Avenue	221 Palafox Place, Suite 420
Geneva, AL 36340	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from

time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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

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

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

Date: 11/1/2017

BCC Approved: 9/21/17

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 7/20/17

CONTRACTOR:
SYSCO GULF COAST, INC.

By: _____
Dean A. Nichols, Vice President & CFO

Date: 7/24/17

By: _____
Corporate Secretary

[SEAL]

FOOD SERVICE SUPPLIES FOR THE ESCAMBIA COUNTY ROAD PRISON

PD 16-17.024

SCOPE OF WORK

A) General Service Description/Purpose

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Road Prison Division with quality food supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors.

The successful vendors shall be responsible for furnishing food supplies for use by the Escambia County Road Prison Division, allowing for capability of the County to utilize a stockless warehouse methodology.

Volume: Estimated total dollar volume for this contract is $190,000.00 per year. The County reserves the right to order quantities as may be required during the given period, but does not guarantee any minimum or maximum to be ordered during the contract 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.

B) Contractor's Responsibilities

1) CONTRACTOR shall provide food products to the Escambia County Road Prison (ECRP).
2) CONTRACTOR shall be responsible for providing food products, service, and delivery for approximately 220-252 inmates to include delivery on an as-needed basis, including but not limited to order fulfillment and timely order delivery freight free.
3) CONTRACTOR shall not, at any time, make substitutions for out-of-stock items without prior approval of ECRP Facility Kitchen Manager.
4) CONTRACTOR shall provide quality, accurate, and dedicated service pertaining to the product orders for the ECRP.
5) CONTRACTOR shall communicate with the Facility Kitchen Manager items that are on special sale or discontinued, and provide samples of new items.
6) CONTRACTOR shall provide invoices upon delivery.
7) All products delivered to ECRP facilities must meet or exceed United States Department of Agriculture (USDA) specifications and industry standards, and have a freshness parameter to permit the facility to have a minimum of forty-five (45) days from delivery to consumption. Perishable products must have a minimum shelf-life of seven (7) days after receipt of delivery.
8) Out-of-Stock/Not-Available Products
    a) CONTRACTOR shall notify the ordering facility of out-of-stock/not-available products upon receipt of order, but in no event later than forty-eight (48) hours before the scheduled delivery. If the Contractor is unable to fill an order completely, they must inform the ECRP facility of the "shortage" within twenty-four (24) hours of receiving the order.
    b) A substitute may be provided with prior approval of the Facility Kitchen Manager. Such substitutions shall be of same or better grade and quality. Substitutions shall be priced using the same unit price as the original product. Substitutions should not be made on a continuing bases. Explanation of repeated/continued substitutions shall be made to the ECRP Facility Commander.

C) Facility's Responsibilities

1) The Facility will provide, at its expense and judgment, a sufficient number of training personnel to supervise those inmates receiving goods from the Contractor.



2) The facility will provide the Contractor with access to all applicable ECRP department rules and regulations. The facility will inform the Contractor of any regulatory or operational changes impacting the delivery of goods to be provided

D) Service Locations and Service Times

Service/delivery location will be the Escambia County Road Prison, 601 Highway 297A, Cantonment, Florida 32533. All deliveries, unless otherwise coordinated and approved by the ECRP Facility Commander or designees, shall be provided by the Contractor between the hours of 8:00a.m. and 4:00p.m. Central Time, Monday through Friday, excluding Escambia County holidays.

E) Emergency Orders/Deliveries

The Contractor shall provide emergency delivery upon request of the ECRP Facility Commander or designee. An emergency delivery is defined as: ***a delivery that must be made resulting from an unforeseen circumstance that cannot be accommodated by a regularly scheduled delivery***. For an emergency order, the Contractor shall be prepared to deliver the products within twenty-four (24) hours.

F) Recalled Products

The Contractor shall have the ability to track all products delivered. Product recalls from manufacturers, suppliers, FDA, or DOH, shall be promptly reported to the ECRP Kitchen Manager and Facility Commander.

G) Returns

1) The ECRP facility's food service or warehouse personnel shall have the right to reject products for non-compliance at the point of delivery.
2) The ECRP facility shall be granted full credit and pick-up with five (5) working days after Contractor notification of rejected products due to incorrect delivery, spoiled, adulterated, damaged, or with insufficient shelf-life to permit safe consumption. The Contractor shall not charge a restocking fee to the facility. Facility personnel shall notify the Contractor within twenty-four (24) hours of discovery, or next business day, whichever comes first.
3) Rejected items not removed from the ECRP facility by the Contractor within ten (10) working days after the date of notification shall be regarded as abandoned by the Contractor and the facility shall have the right to dispose of the items as its own property.

H) Reports

The following reports are requested to be provided at the specified intervals. If the reports cannot be supplied as requested, this should be noted in the Bid Submission on the Bid Form.

1) Monthly report listing all invoiced products for the preceding month, to include item description, quantity ordered, and invoice numbers.
2) Yearly report listing the top 15 items ordered with the corresponding quantity.

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/purchasing
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL: http://dos.myflorida.com/sunbiz/search/
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
53. **Solicitation Expenses**
54. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.024, "Food Service Supplies for the Escambia County Road Prison", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause

related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:
(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement Questions

Procurement and technical questions may be directed to Jeffrey Lovingood, Purchasing Specialist, Phone 850.595.4953, Fax 850.595.4805. Questions can be submitted up to 5:00 PM, Wednesday, June 14, 2017.

4. Bid Forms

This Solicitation contains a Bid/Proposal 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 Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

There will be no pre-solicitation conference.

6. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state, and local codes and regulations.

7. 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
223 Palafox Place, Room 204
Pensacola, FL 32502

8. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package and total number of items being delivered.

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.

9. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the tern contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

11. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.
B. Time of performance (i.e., hours of the day, days of the week, etc.).
C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

12. 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.

13. Award

Award shall be made on an "all-or-none total" basis.

14. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its

intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

15. 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.)

16. 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.

17. Insurance Requirements

A. 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.

B. 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 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 suffieient 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 Business Automobile 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:
   Office of Purchasing, 2nd FL, Room 11.101
   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.

I. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

1. 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.

2. Property Coverage for Leases

The contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property.

3. **Fidelity/Dishonesty Coverage - for Employer**

Fidelity/dishonesty insurance is to be purchased to cover dishonest acts of the contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

4. **Fidelity/Dishonesty/Liability Coverage - for County**

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

5. **Jones Act Coverage**

The workers compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

18. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SIGN AND RETURN THIS FORM WITH YOUR BIDS*

SOLICITATION AND OFFER/BID FORM

SUBMIT OFFERS TO:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place
Pensacola FL, 32502

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

FOOD SERVICE FOR THE ESCAMBIA COUNTY ROAD PRISON
SOLICITATION NUMBER: PD 16-17.024

SOLICITATION

MAILING DATE: Tuesday, May 30, 2017
There will be no pre-solicitation conference
OFFERS WILL BE RECEIVED UNTIL: 2:00p.m., C.D.T., Thursday, June 22, 2017 and may not be withdrawn within 90 days after such date and time

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 03-0552490

TERMS OF PAYMENT: 10 EOM

DELIVERY DATE WILL BE 1 DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: SYSCO GULF COAST INC.
ADDRESS: 2001 W. MAGNOLIA AVENUE
CITY, ST. & ZIP: GENEVA, AL 36340
PHONE NO.: (334) 684-4000
TOLL FREE NO.: (____)
FAX NO.: (334) 684-4002

REASON FOR NO OFFER

BID BOND ATTACHED $ 1,000 -

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.

DEAN NICHOLS, CFO
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Food Service Supplies for the Escambia County Road Prison as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide the following Market Basket:

Contractor's Item #	Size	Item Description	Contractor Cost	Percentage (%) Increase	Total Item Cost
2138121	3.15 oz	76 pack Meatloaf, precooked and sliced	64.65	5.0	69.89
2105765	30 dozen	Eggs, Medium, White USDA grade AA	17.016	5.0	17.92
3842325	2 oz	96 pack sausage, Country Patty, Raw, Mild Flavor	22.14	5.0	23.25
4518403	35lbs	Shorten fry liq clr	18.08	5.0	18.99
1803287	40lbs	Chicken leg quarters	25.95	5.0	27.25
4014775	25lbs	Yellow corn meal	9.64	5.0	10.12
8378111	50lbs	All purpose flour	11.34	5.0	11.92

EXHIBIT
tabbies
B

Contractor's Item #	Size	Item Description	Contractor Cost	Percentage (%) Increase	Total Item Cost
4549099	30, 1lb	(36/1LB) Margarine solid	19.96	5.0	20.96
0382853	20lbs	Green beans frozen	13.25	5.0	13.92
1006691	100, 1oz per cs	Hot dogs	20.83	5.0	21.87
6277869	80lbs per cs	Pork butt	1.17 LB / 93.60	5.0	1.22 LB - LB / 97.60 - CASE
6056105	2,000 per cs	(1000) Salt packets	11.20	5.0	11.77
4092748	50lbs	Milk dry non - fat	60.90	5.0	63.94
4030219	6, 10# cns	Paste tomato	31.03	5.0	32.59
4030318	6, 10# cns	Diced tomato	19.77	5.0	20.76
4009189	6, 5lbs per cs	Peanut butter	50.44	5.0	52.97
4184461	6, 10# cns	Grape jelly	42.74	5.0	44.88
				TOTAL	560.60

Financial Contract Terms

This contract shall be based upon the Contractors cost plus a percentage thereof as bid on the Bid Form. The County understands that food and non-food product pricing may fluctuate over the course of the contract. For this reason, the included "Exhibit A – Market Basket" will be utilized only as a reference for the facility in choosing the most responsive bidders. The unit price listed in the Market Basket response shall be the Contractor's actual product cost. This includes the Contractor's cost of the product and inbound freight, as well as other approved costs associated with bringing product into the Contractor's warehouse as shown on the supplier invoices. The percentage billed over Contractor's cost shall match the percentage listed below.

Pricing

Contractor Cost + (plus) 5.0 %

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_____

AGREEMENT RELATING TO FOOD SERVICE SUPPLIES (PD 16-17.024)

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and The Merchants Company, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 64-0202800, and whose principal address is 1100 Edwards Street, Hattiesburg, MS 39401.

WITNESSETH:

WHEREAS, on May 30, 2017, the County issued an Invitation to Bidders (PD 16-17.024) seeking a contractor to provide food service supplies for the Escambia County Road Prison, 601 Highway 297A, Cantonment, Florida

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such supplies on an as-needed basis; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such items 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 an initial term of one year. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms.

After exercising all options to renew, the County may request an extension of this Agreement for an additional six (6) months to prevent an interruption in service. The County shall provide written notice of the desire to extend the agreement no later than thirty (30) 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 and extend, shall not exceed the duration of three (3) 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, Specification No. P.D. 16-17.024, 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 supplies in accordance with the Contractor's Bid Form, 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. 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.

6. 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. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. 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.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

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

(c) 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.

It is understood and agreed by the parties that if the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: The Merchants Company	To: Escambia County
Attention: Andrew B. Mercier	Attention: County Administrator
1100 Edwards Street	221 Palafox Place, Suite 420
Hattiesburg, MS 39401	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from

time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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

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

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

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

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

Date: 11/1/2017

BCC Approved: 9/21/17

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/6/17

CONTRACTOR:
THE MERCHANTS COMPANY, INC.

By: _____
Andrew B. Mercier, President

Date: 8-25-17

By: _____
Corporate Secretary

[SEAL]

STATE OF MISSISSIPPI KRISTI HATTON NOTARY PUBLIC ID No. 95529 My Commission Expires January 15, 2018 LAMAR COUNTY

FOOD SERVICE SUPPLIES FOR THE ESCAMBIA COUNTY ROAD PRISON

PD 16-17.024

SCOPE OF WORK

A) General Service Description/Purpose

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Road Prison Division with quality food supplies and prompt reliable service from multiple sources of supplies at fair and reasonable prices from responsive and responsible vendors.

The successful vendors shall be responsible for furnishing food supplies for use by the Escambia County Road Prison Division, allowing for capability of the County to utilize a stockless warehouse methodology.

Volume: Estimated total dollar volume for this contract is $190,000.00 per year. The County reserves the right to order quantities as may be required during the given period, but does not guarantee any minimum or maximum to be ordered during the contract 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.

B) Contractor's Responsibilities

1) CONTRACTOR shall provide food products to the Escambia County Road Prison (ECRP).
2) CONTRACTOR shall be responsible for providing food products, service, and delivery for approximately 220-252 inmates to include delivery on an as-needed basis, including but not limited to order fulfillment and timely order delivery freight free.
3) CONTRACTOR shall not, at any time, make substitutions for out-of-stock items without prior approval of ECRP Facility Kitchen Manager.
4) CONTRACTOR shall provide quality, accurate, and dedicated service pertaining to the product orders for the ECRP.
5) CONTRACTOR shall communicate with the Facility Kitchen Manager items that are on special sale or discontinued, and provide samples of new items.
6) CONTRACTOR shall provide invoices upon delivery.
7) All products delivered to ECRP facilities must meet or exceed United States Department of Agriculture (USDA) specifications and industry standards, and have a freshness parameter to permit the facility to have a minimum of forty-five (45) days from delivery to consumption. Perishable products must have a minimum shelf-life of seven (7) days after receipt of delivery.
8) Out-of-Stock/Not-Available Products
    a) CONTRACTOR shall notify the ordering facility of out-of-stock/not-available products upon receipt of order, but in no event later than forty-eight (48) hours before the scheduled delivery. If the Contractor is unable to fill an order completely, they must inform the ECRP facility of the "shortage" within twenty-four (24) hours of receiving the order.
    b) A substitute may be provided with prior approval of the Facility Kitchen Manager. Such substitutions shall be of same or better grade and quality. Substitutions shall be priced using the same unit price as the original product. Substitutions should not be made on a continuing bases. Explanation of repeated/continued substitutions shall be made to the ECRP Facility Commander.

C) Facility's Responsibilities

1) The Facility will provide, at its expense and judgment, a sufficient number of training personnel to supervise those inmates receiving goods from the Contractor.



2) The facility will provide the Contractor with access to all applicable ECRP department rules and regulations. The facility will inform the Contractor of any regulatory or operational changes impacting the delivery of goods to be provided

D) Service Locations and Service Times

Service/delivery location will be the Escambia County Road Prison, 601 Highway 297A, Cantonment, Florida 32533. All deliveries, unless otherwise coordinated and approved by the ECRP Facility Commander or designees, shall be provided by the Contractor between the hours of 8:00a.m. and 4:00p.m. Central Time, Monday through Friday, excluding Escambia County holidays.

E) Emergency Orders/Deliveries

The Contractor shall provide emergency delivery upon request of the ECRP Facility Commander or designee. An emergency delivery is defined as: ***a delivery that must be made resulting from an unforeseen circumstance that cannot be accommodated by a regularly scheduled delivery***. For an emergency order, the Contractor shall be prepared to deliver the products within twenty-four (24) hours.

F) Recalled Products

The Contractor shall have the ability to track all products delivered. Product recalls from manufacturers, suppliers, FDA, or DOH, shall be promptly reported to the ECRP Kitchen Manager and Facility Commander.

G) Returns

1) The ECRP facility's food service or warehouse personnel shall have the right to reject products for non-compliance at the point of delivery.
2) The ECRP facility shall be granted full credit and pick-up with five (5) working days after Contractor notification of rejected products due to incorrect delivery, spoiled, adulterated, damaged, or with insufficient shelf-life to permit safe consumption. The Contractor shall not charge a restocking fee to the facility. Facility personnel shall notify the Contractor within twenty-four (24) hours of discovery, or next business day, whichever comes first.
3) Rejected items not removed from the ECRP facility by the Contractor within ten (10) working days after the date of notification shall be regarded as abandoned by the Contractor and the facility shall have the right to dispose of the items as its own property.

H) Reports

The following reports are requested to be provided at the specified intervals. If the reports cannot be supplied as requested, this should be noted in the Bid Submission on the Bid Form.

1) Monthly report listing all invoiced products for the preceding month, to include item description, quantity ordered, and invoice numbers.
2) Yearly report listing the top 15 items ordered with the corresponding quantity.

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/purchasing
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
53. **Solicitation Expenses**
54. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.024, "Food Service Supplies for the Escambia County Road Prison", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause

related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:
(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement Questions

Procurement and technical questions may be directed to Jeffrey Lovingood, Purchasing Specialist, Phone 850.595.4953, Fax 850.595.4805. Questions can be submitted up to 5:00 PM, Wednesday, June 14, 2017.

4. Bid Forms

This Solicitation contains a Bid/Proposal 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 Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

There will be no pre-solicitation conference.

6. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state, and local codes and regulations.

7. 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
223 Palafox Place, Room 204
Pensacola, FL 32502

8. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package and total number of items being delivered.

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.

9. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the tern contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

11. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.
B. Time of performance (i.e., hours of the day, days of the week, etc.).
C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

12. 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.

13. Award

Award shall be made on an "all-or-none total" basis.

14. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its

intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

15. **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.)

16. **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.

17. **Insurance Requirements**

A. **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.

B. **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 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 suffieient 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 Business Automobile 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:
   Office of Purchasing, 2nd FL, Room 11.101
   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.

I. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

1. 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.

2. Property Coverage for Leases

The contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property.

3. **Fidelity/Dishonesty Coverage - for Employer**

Fidelity/dishonesty insurance is to be purchased to cover dishonest acts of the contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

4. **Fidelity/Dishonesty/Liability Coverage - for County**

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

5. **Jones Act Coverage**

The workers compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SIGN AND RETURN THIS FORM WITH YOUR BIDS*

SOLICITATION AND OFFER/BID FORM
SUBMIT OFFERS TO:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place
Pensacola FL. 32502

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

FOOD SERVICE FOR THE ESCAMBIA COUNTY ROAD PRISON
SOLICITATION NUMBER: PD 16-17.024

SOLICITATION

MAILING DATE: Tuesday, May 30, 2017
There will be no pre-solicitation conference
OFFERS WILL BE RECEIVED UNTIL: 2:00p.m., C.D.T., Thursday, June 22, 2017 and may not be withdrawn within 90 days after such date and time

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 64-0202800

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE 2 DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Merchants Foodservice
ADDRESS: 1100 Edwards Street
CITY, ST. & ZIP: Hattiesburg, MS 39401
PHONE NO.: (601) 583-4351
TOLL FREE NO.: (800) 844-3663
FAX NO.: (601) 582-5333

REASON FOR NO OFFER

BID BOND ATTACHED $ 1,000

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.

Eddy Williams DSM
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED)

** [signature]
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

BID FORM

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Food Service Supplies for the Escambia County Road Prison as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide the following Market Basket:

Contractor's Item #	Size	Item Description	Contractor Cost	Percentage (%) Increase	Total Item Cost
23126	3.15 oz	76 pack Meatloaf, precooked and sliced	57.14	8	62.11
36137	30 dozen	Eggs, Medium, White USDA grade AA	18.61	8	20.23
54088	2 oz	96 pack sausage, Country Patty, Raw, Mild Flavor	27.04	8	24.39
406508	35lbs	Shorten fry liq clr	16.95	8	18.42
370 85	40lbs	Chicken leg quarters	21.20	8	23.04
251221	25lbs	Yellow corn meal	8.65	8	9.40
501021	50lbs	All purpose flour	13.47	8	14.64

EXHIBIT
tabbies
B

Contractor's Item #	Size	Item Description	Contractor Cost	Percentage (%) Increase	Total Item Cost
21642	30, 1lb	Margarine solid	20.20	8	21.96
306238	20lbs	Green beans frozen	12.59	8	13.68
306334	100, 1oz per cs	Hot dogs	16.30	8	17.72
522126	80lbs per cs	Pork butt $94.40	1.18#	8	1.28# $102.40
19274	2,000 per cs	Salt packets	5.40	8	5.87
133157	50lbs	Milk dry non - fat	79.83	8	86.77
306524	6, 10# cns	Paste tomato	29.04	8	31.57
81.44	6, 10# cns	Diced tomato	16.50	8	17.93
806505	6, 5lbs per cs	Peanut butter	33.80	8	36.74
554.85	6, 10# cns	Grape jelly	38.36	8	41.70
			509.48	TOTAL	553.57

Financial Contract Terms

This contract shall be based upon the Contractors cost plus a percentage thereof as bid on the Bid Form. The County understands that food and non-food product pricing may fluctuate over the course of the contract. For this reason, the included "Exhibit A – Market Basket" will be utilized only as a reference for the facility in choosing the most responsive bidders. The unit price listed in the Market Basket response shall be the Contractor's actual product cost. This includes the Contractor's cost of the product and inbound freight, as well as other approved costs associated with bringing product into the Contractor's warehouse as shown on the supplier invoices. The percentage billed over Contractor's cost shall match the percentage listed below.

Pricing

Contractor Cost + (plus) 8 %

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_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14830 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Mosquito Control FY 2018-2019 State Financial Assistance Recipient Agreement (FDACS# 025495)
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2018-2019 State Financial Assistance Recipient Agreement for Mosquito Control - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Fiscal Year 2018-2019 State Financial Assistance Recipient Agreement (FDACS Contract #025495) with the Florida Department of Agriculture and Consumer Services (FDACS), Division of Administration, in the amount of $31,438.24, for the Mosquito Control Division.

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

BACKGROUND:

Florida Statutes, Chapter 388, and Florida Administration Code, Chapter 5E-13, authorizes the Florida Department of Agriculture and Consumer Services to regulate and administer mosquito control throughout the State of Florida. Compliance with the annual State Financial Assistance Recipient Agreement provides for Grant Funding to be distributed to the Escambia County Mosquito Control Division.

BUDGETARY IMPACT:

Fund 106, Mosquito and Anthropod Control, Cost Center 220703, M&A State One Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The State Financial Assistance Recipient Agreement was reviewed by Kristin Hual, Senior Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8. This recommendation is consistent with the Board's goals and objectives for capitalizing on alternative revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

The Mosquito Control Division management will ensure that Escambia County complies with the annual State Financial Assistance Recipient Agreement and performs all required activities.

Attachments

FDACS 025495 FY18-19 MosquitoControl

FDACS CONTRACT #

025495

Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

ADAM H. PUTNAM
COMMISSIONER

This AGREEMENT, made and entered into this____day of_____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Escambia County Mosquito, the RECIPIENT.

CONTRACT PERIOD: October 1, 2018 - September 30, 2019

SCOPE OF WORK: The RECIPIENT agrees to provide the following services:
Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

DELIVERABLES: The RECIPIENT must provide the following quantifiable, measureable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.
The RECIPIENT agrees to provide mosquito management/control services as specified in the above scope of work. The RECIPIENT must meet the below minimum levels of services:

A. Submit two copies of the RECIPIENT'S operational work plan on form "Operational Work Plan for Mosquito Control" (FDACS-13666, Rev. 07/13) and detailed work plan on form "Detailed Work Plan Budget - Arthropod Control" (FDACS-13623, Rev. 07/13) shall be submitted to the DEPARTMENT no later than **July 15, 2019** as part of the application/re-application process for state aid for fiscal year 2018-2019. Any state or local funds budgeted for the control of mosquitoes in a previous fiscal year shall be estimated and re-budgeted for such control measures the following fiscal year on the RECIPIENT'S detailed work plan budget.
B. Submit two copies of the RECIPIENT'S certified budget on the form "Annual Certified Budget for Arthropod Control" (FDACS-13617, Rev. 07/13) shall be submitted to the DEPARTMENT no later than **September 30,2019**. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on the form "Arthropod Control Budget Amendment"

(FDACS-13613, Rev. 07/13) must be submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in non-budgeted accounts.

C. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report - State Funds" for State funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

D. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for all state funds that are expended and reported on the form "Mosquito Control Monthly Report - State Funds" for State Funds (FDACS-13650, Rev. 07/13).

E. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report - Local Funds" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

F. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for required 25% matching local funds as detailed in Rule Chapter 5E-13.030, Florida Administrative Code that are expended and reported on the form "Mosquito Control Monthly Report - Local Funds" for Local funds (FDACS-13663, Rev. 07/13).

G. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) no later than thirty days after the end of each month.

H. Submit a copy to the DEPARTMENT of each financial reporting package containing Non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General of the State of Florida to be necessary.

I. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.

J. This Agreement shall be executed and returned to the DEPARTMENT no later than **October 1, 2018**.

Intellectual property is subject to the following provisions:

A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.

B. With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

C. In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

D. The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services: N/A

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704

The DEPARTMENT will pay the RECIPIENT as follows:
An amount not to exceed $31,438.24 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.

Failure to meet the minimum level of services of this agreement will result in a financial consequence. The CONTRACTOR shall perform all tasks within the time frame established in this agreement.

Failure to provide the following reports by the statutory deadlines as defined in the section titled DELIVERABLES of this contract will result in a 5% reduction of that quarters invoice.

- Mosquito Control Monthly Activity Report (FDACS-13652, Rev. 07/13)
- Mosquito Control Monthly Report - Local Funds (FDACS-13663, Rev. 07/13)
- Mosquito Control Monthly Report - State Funds (FDACS-13650, Rev. 07/13)

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in section 112.061, Florida Statutes, governing payments by the state for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Transaction Fee: RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a RECIPIENT due to preparation errors will result in a payment delay. 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 vendors 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 Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

This contract may be cancelled by either party giving 30 days written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the RECIPIENT to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

A. Temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT.

B. Disallow all or part of the cost of the services not in compliance.

C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

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

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM

The RECIPIENT must:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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 and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract terms and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contactor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon requires from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT. Contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual

services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3) (a) and (c), Florida Statutes, may not be renewed.

It is mutually understood and agreed:

A. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes.

B. Payments made under this contract are subject to the approval of the State Chief Financial Officer (Department of Financial Services).

Subject to the requirements of section 216.347, Florida Statutes, a state agency, a water management district or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch or a state agency.

There are uniform state audit requirements for state financial assistance provided by state agencies to nonstate entities to carry out state projects in accordance with and subject to requirements of section 215.97, Florida Statutes, which may be applicable to and binding upon RECIPIENT. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

A. In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such RECIPIENT, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. 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 this department resource, 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.

B. Audits conducted pursuant to section 215.97, Florida Statutes, shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. Regardless of the amount of the state financial assistance, the provisions of section 215.97, Florida Statutes, do not exempt a nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.

D. If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If the nonstate entity does not meet the threshold requiring the state single audit, such nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate 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).

E. Each state awarding agency shall:

(1) Provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of section 215.97, Florida Statutes.

(2) Require the RECIPIENT, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of section 215.97, Florida Statutes. The RECIPIENT is required to maintain 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, access to such records upon request.

(3) Notify the RECIPIENT that section 215.97, Florida Statutes, does not limit the authority of the state awarding agency 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.

(4) Be provided by RECIPIENT one copy of each financial reporting package prepared in accordance with the requirements of section 215.97, Florida Statutes. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of section 215.97, Florida Statutes. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

(a) The Florida Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

(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

F. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

G. The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, 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, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

H. The RECIPIENT shall be required to ensure expenditures of state financial assistance 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.

I. The RECIPIENT agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.

J. The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

K. Any funds paid in excess of the amount to which the RECIPIENT is entitled under this Agreement must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the

severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

The RECIPIENT is informed that 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.

The RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The RECIPIENT is informed that the employment of unauthorized aliens by any contractor is considered a violation of Section

274A(e) of the Immigration and Nationality Act. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The RECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

The RECIPIENT will comply with section 20.055, Florida Statutes.

Any changes to the AGREEMENT require the written approval of each party's authorized official.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any division or bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

Special Conditions: N/A

The Contract Manager for the DEPARTMENT is Misty White (primary), Agriculture Environmental Services, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399-1650, office number (850) 617-7911, email address Misty.White@FreshFromFlorida.com.

The Contract Manager for the RECIPIENT is Matthew Mello, Director, Escambia Mosquito Control, 611 Highway 297A, Cantonment, Florida 32533.

State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, catalog of State Financial Assistance, Mosquito Control Research, 42.003, $31,438.24.

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number).

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Signature

Director of Administration
Title

8/24/18
Date

RECIPIENT

Signature

Title

Date

RECIPIENT
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Signature

, Chairman
Title Jeff Bergosh, Chairman

Date

PAM CHILDERS
ATTEST: Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 9/12/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14777 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: 2018 HOME Investment Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the 2018 HOME Investment Partnerships Act Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning implementation of the 2018 HOME Investments Partnerships Act (HOME) Program Grant (#M-18-DC-12-0225):

A. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with the City of Pensacola, providing for utilization of $166,719 (program and administrative support) in 2018 HOME funds, to support approved Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within the City of Pensacola;

B. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with Santa Rosa County, providing for utilization of $265,071 (program and administrative support) in 2018 HOME funds, to support approved Homebuyer and Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within Santa Rosa County; and

C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fund 147, HUD HOME Consortium, Cost Center 370270]

BACKGROUND:

The Board approved submission of the Escambia Consortium's 2018 Annual Plan for Housing and Community Development on August 2, 2018, including HOME funding and activities to be undertaken by Escambia Consortium members (Escambia County, the City of Pensacola, and Santa Rosa County). The Annual Plan as approved by all participating jurisdictions and advertised for public information outlined the use of 2018 HOME funds (see Exhibit I). These funds were also discussed during the annual budgeting process.

With approval of the Plan by the U.S. Department of Housing and Urban Development (HUD), the funds will be available for use on or about November 1, 2018. In order to prepare for implementation of HOME activities, Interlocal Agreements must be entered with the City of Pensacola (Exhibit II) and Santa Rosa County (Exhibit III) to provide for utilization of their 2018 HOME allocations.

The HOME Program was initiated by HUD in 1991 as a key element of the National Affordable Housing Act. The program is designed for the production and preservation of affordable rental and owner occupied housing. The Board and the City of Pensacola entered into a Consortium for purposes of receipt of HOME funds in 1993, with Santa Rosa County joining the Consortium in 1994. HOME requires a 25% match for each dollar expended in HOME funds, with each jurisdiction typically matching with its State Housing Initiatives Partnership (SHIP) Program funds.

BUDGETARY IMPACT:

The total 2018 HOME allocation is $1,199,416. Funds will be utilized as follows:

JURISDICTION	ACTIVITY	FUNDING
Escambia	Substantial Rehab/Reconstruction	$521,746
Pensacola	Substantial Rehab/Reconstruction	$143,930
Santa Rosa	Substantial Rehab/Reconstruction	$100,000
Santa Rosa	Homebuyer Assistance	$133,886
CHDO* Set Aside	Affordable Housing Development	$179,913
ALL jurisdictions	Administration (10% maximum)	$119,941
	TOTAL FUNDING:	$1,199,416

*CHDO refers to a Community Housing Development Corporation as defined in the HOME Program regulations.

The 2018 HOME funds are currently budgeted in Fund 147, Cost Center 370270.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreements have been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All project level activities will be managed jointly by the Neighborhood Enterprise Division (NED) of the Neighborhood & Human Services Department, City of Pensacola Housing office staff, and Santa Rosa County staff with support from the Clerk's Finance Division for respective financial matters. Such services are provided in the HOME Grant administrative costs per the Interlocal Agreements and approved Annual Plan.

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements are required for participating jurisdictions and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The City of Pensacola and Santa Rosa County were involved in the preparation of the Annual Plan and are aware of the award of the HOME grant and impending Board action.

Attachments

Ex I-HUD HOME BCC Approval
Ex II-City HOME Interlocal
Ex III-Santa Rosa HOME Interlocal

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning the Escambia Consortium Florida 2018 Annual Action Plan:

   A. Approve the Escambia Consortium Florida 2018 Annual Action Plan for Housing and Community Development, detailing the use of 2018 Community Development Block Grant (CDBG) funds in the amount of $1,552,350 and 2018 HOME Investment Partnerships Program (HOME) funds in the amount of $1,199,416; and

   B. Authorize the County Administrator to execute all Escambia Consortium Florida 2018 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2018 CDBG and 2018 HOME Programs.

   [Funding: Fund 129/CDBG, Cost Centers 370232 and 370233; Fund 147/HOME, Cost Center 370270]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

3. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2018-82] which approves and authorizes the County Administrator to sign the Local Program Administrative Support Grant Application Form and Support Agreement with the Florida Commission for the Transportation Disadvantaged.

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2018/2019 Annual Housing and Community Development Plan for the period October 1, 2018 - September 30, 2019. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2018/2019 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2018 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Office
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2018 - September 30, 2019)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2018 Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) funding which is detailed as follows.

ESCAMBIA COUNTY

2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES

HOUSING REHABILITATION:

Housing Rehabilitation Program (General) **$421,756***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for

low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

Temporary Relocation **$20,000**
Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

ADMINISTRATION/PLANNING:
General Grant Administration/Management **$307,344**
Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program, operating expenses, and indirect costs.

Escambia County Community Redevelopment Agency **$2000**
Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County

PUBLIC SERVICES:
Council on Aging of West Florida, Inc. **$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance **$60,000**
Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling **$10,000**
Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

Fair Housing **$48,750**
Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

Homeless Services **$50,000**
Support for operational costs for homeless shelter, including HMIS and/or coordinated entry costs to support shelter operations.

DEMOLITION/CLEARANCE:
Demolition/Clearance of Unsafe Structures or Properties **$20,000**
Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:
County Facility Handicapped Accessibility Improvement Project **$200,000**
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Old County Courthouse, Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park as funding permits. (Countywide)

CRA Neighborhood Improvement Project Enhancements **$365,500**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds will also provide administrative support for the CRA in administration of projects (estimated $15,500). Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

TOTAL 2018 ESCAMBIA COUNTY CDBG FUNDS PROJECTED **$1,552,350**
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CITY OF PENSACOLA

2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs **$337,421***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 15-20 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola.

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000). Further, $25,000 from Pre FY2015 grant funds will be allocated to the activity.

Temporary Relocation **$25,000**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act.

PUBLIC FACILITIES and IMPROVEMENTS:

Neighborhood Improvement Projects **$100,000**

Funds to support neighborhood improvement projects within CDBG eligible neighborhoods. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of handicap curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; and street lighting.

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA) **$70,000**

Funds will provide approximately 16,000 meals through the Senior Dining Sites and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Senior Dining Sites Program provides nutritional meals to eligible adult recipients at five sites located within the City and also an element of socialization and recreation. The five sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Village, and Gull Point Resource Center. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply.

Homebuyer and Foreclosure Prevention Education and Counseling **$36,712**

Pre-purchase homeownership counseling, education, guidance and support for lower income (80% or below of area median income) residents with a goal of owning their own home (Homebuyer's Club). Foreclosure prevention guidance, education and assistance is provided in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs.

PROGRAM PLANNING AND ADMINISTRATION:

General Grant Administration/Management **$142,283**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL 2018 CITY OF PENSACOLA CDBG PROPOSED BUDGET **$ 711,416**

FY 2018-2019 CDBG Grant Allocation	**$ 711,416**
Pre FY 2015 CDBG Grant Funds	**$ 25,000**

TOTAL CDBG FUNDS AVAILABLE **$ 736,416**

ESCAMBIA CONSORTIUM

2018-2019 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES FOR MEMBER JURISDICTIONS

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$521,746**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$143,930**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$100,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE **$133,886**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$179,913**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT) **$119,941**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2018 HOME Funds Available to the Consortium	$ 1,199,416
(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)	
TOTAL 2018 HOME FUNDS PROJECTED	**$1,199,416**
	=======

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2018/2019 Annual Plan. **The hearings will be held at 5:30 P.M. (CST) on May 22, 2018, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida and at 9:00 A.M. (CST) on May 31, 2018, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida.** All interested citizens are urged to attend and participate.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

Written comments or input regarding local housing needs or priorities will be accepted through **June 20, 2018**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Jeff Bergosh	Ashton J. Hayward, III	Robert A. “Bob” Cole
Chairman, Escambia County	Mayor	Chairman, Santa Rosa County
Board of County Commissioners	City of Pensacola	Board of County Commissioners

INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

THIS AGREEMENT is made and entered into this **4th** day of **OCTOBER , 2018**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida (**"ESCAMBIA COUNTY"**), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **CITY OF PENSACOLA,** a municipality chartered in the State of Florida (**"CITY OF PENSACOLA"**), whose address is P.O. Box 12910, Pensacola, Florida 32521 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which the City of Pensacola shall provide HOME Program eligible services and assistance to eligible families residing within the City of Pensacola.

W I T N E S S E T H:

WHEREAS, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME" (CFDA # 14.239); and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2017, Escambia County and the City of Pensacola have determined that the provision of Substantial Housing Rehabilitation/Reconstruction assistance authorized at 24 CFR Part 92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to the City of Pensacola, where the Pensacola Housing Division shall administer the City of Pensacola's participation in the HOME Program.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Mayor of the City of Pensacola the authority and concurrent responsibility required to implement Substantial Housing Rehabilitation activities in the City of Pensacola ("HOME Activities"), as provided for in the **2018** Escambia Consortium HOME Program Description approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

The City of Pensacola agrees to cooperate fully with Escambia County and the Neighborhood Enterprise Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, the City of Pensacola and its Housing Division, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Program Policies, Procedures and Requirements.

The City of Pensacola, the Pensacola Housing Division, Escambia County, and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Substantial Rehabilitation, Homebuyer Assistance and/or Tenant Based Rental Assistance activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to the City as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference and the Consortium HOME Program Policies and Procedures Manual. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and the City of Pensacola shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. The City of Pensacola shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 CFR Part 92 shall be required at all times with respect to HOME funded aspects of the development. The County assumes Environmental Review obligations under 24 CFR Part 92.352.

Escambia County and the City of Pensacola agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations *with regard to HOME assisted units*. Such Federal requirements include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing Measures, Davis-Bacon Labor Standards Provisions (for individual projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Displacement and Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, the City of Pensacola certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements **shall not apply to this agreement** as each housing unit will be processed as a single unit.

SECTION 4. Funding.

a) Pensacola HOME Activities:

The maximum **2018** HOME Program funding available to provide assistance to documented eligible,

low/moderate income clients through HOME Activities in the City of Pensacola, Florida, shall be **$143,930.00.** Said funds are allocated between approved and eligible HOME Activities denoted as follows:

Substantial Rehabilitation/Reconstruction of Homeowner Occupied Substandard Housing	$143,930.00
Total	$143,930.00

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations referenced therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

b) Pensacola HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund (Fund 147) for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. The City of Pensacola Housing Division shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Pensacola HOME Activities, the eligibility of clients assisted in the City of Pensacola, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola HOME Activities.

c) Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola's HOME Activities require a minimum local match of **$35,982.50** in non-federal funds. If required, the City of Pensacola's local match shall be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended to: (1) provide SHIP match for mutually designated Substantial Housing Rehabilitation units completed by the City under the terms and conditions of this agreement, and/or (2) provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within the City of Pensacola, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, the City of Pensacola shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **$22,789.00,** payable solely from funds currently available under the **2018 Escambia Consortium HOME Grant M-18-DC-12-0225**. Administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2018 Escambia Consortium HOME Grant M-18-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) Program Income:

Any HOME Program Income received by the City will be receipted and returned to the County not less than annually. The County will receipt the funds into Fund 147 and IDIS. Program Income funds will be utilized and disbursed on the next available eligible City project.

SECTION 5. Administrative Authority.

Upon written authorization of the County Administrator, the City of Pensacola, or the Pensacola Housing Division, may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Division shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

The City of Pensacola assumes responsibility for maintaining all records and documentation related to and supportive of the Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City of Pensacola shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

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. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or

other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and the City of Pensacola at the address set forth first above, with a copy in the case of County to:

Meredith Reeves, Division Manager
Neighborhood Enterprise Division.
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
E-mail: mareeves@myescambia

and in the case of the City of Pensacola to:

Mayor
City of Pensacola
Pensacola City Hall
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 435-1626
E-mail:

with a copy to the City of Pensacola Housing Division Administrator (or City Designee)

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

a.) This Agreement shall become effective on **October 1, 2018**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2018** HOME funds are fully expended and Grant **#M-18-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

b.) Under the HOME Program rule at §92.500(d)(1)(B), HOME funds shall be committed within 24 months after the last day of the month in which HUD notifies Escambia County of HUD's execution of the HOME grant agreement. The City of Pensacola shall endeavor to commit its **2018** funds by **September 30, 2020**, with expenditure by **September 30, 2023**. If the City cannot commit and/or expend its HOME funds by these deadlines, Escambia County reserves the right to re-program funds per the Citizen Participation Plan to another HOME eligible activity within the Escambia Consortium in order to avoid recapture of funds by HUD.

SECTION 10. Nepotism

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). The City of Pensacola agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, color, familial status, disability, religion, or national origin. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.

c). The City of Pensacola will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age or disability. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The City of Pensacola agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(d) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

SECTION 13. Compliance with Public Records Laws.

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

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

CUSTODIAN OF PUBLIC RECORDS AT:

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

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

The remainder of this page left intentionally blank

[SIGNATURE PAGE FOLLOWS]

ATTEST: Pam Childers
Clerk of the Circuit Court

BY:_____
Deputy Clerk

(S EA L)

ESCAMBIA COUNTY, a political subdivision of the State of Florida, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By:_____
Jeff Bergosh, Chairman

BCC Approved: October 4, 2018

Approved as to form and legal sufficiency.
By/Title:
Date: 9/21/18

CITY OF PENSACOLA, a Municipal corporation chartered in the State of Florida

ATTEST:

_____
Ericka L. Burnett, City Clerk

(SEAL)

By: _____
Ashton J. Hayward, III, Mayor

APPROVED AS TO CONTENT:

_____
Marcie Whitaker, Housing Administrator

LEGAL IN FORM AND VALID AS DRAWN:

_____
City Attorney

EXHIBIT I

2018 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

ESCAMBIA CONSORTIUM
2018-2019 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES
FOR MEMBER JURISDICTIONS

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$521,746**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$143,930**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$100,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE **$133,886**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$179,913**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT) **$119,941**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2018 HOME Funds Available to the Consortium $ 1,199,416

(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

TOTAL 2018 HOME FUNDS PROJECTED **$1,199,416**

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THE ENTIRETY OF THE HOME RULE AT 24 CFR PARTS 92, ALL AMENDMENTS TO THE RULE, AND ANYSUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY (IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The **CITY OF PENSACOLA, FLORIDA** will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace ;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **CITY OF PENSACOLA, FLORIDA** Date: 10/4/18

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-18-DC-12-0225

CITY OF PENSACOLA, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: City of Pensacola
Pensacola Housing Division
420 West Chase Street
Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Five (5)

SIGNED:_____
Certifying Officer
Ashton J. Hayward, III, Mayor
City of Pensacola

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____

Certifying Official
Ashton J. Hayward, III, Mayor
City of Pensacola

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Name: Ashton J. Hayward, III

Title**:** Mayor

HOME Investment Partnerships Act
(Project Name)

M-18-DC-12-0225
(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola Housing Division
420 West Chase Street
Pensacola, Florida 32502

FR 24.510 & 24 CFR, Part 24, Appendix A

CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

CITY OF PENSACOLA

By: _____
Ashton J. Hayward, III, Mayor

Date: _____

(homecert.wpd)

INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

THIS AGREEMENT is made and entered into this 4th day of October, 2018, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida (**"ESCAMBIA COUNTY"**), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **COUNTY OF SANTA ROSA,** a political subdivision of the State of Florida (**"SANTA ROSA COUNTY"**), whose address is 6495 Caroline Street, Milton, Florida 32570 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which Santa Rosa County shall provide HOME Program eligible services and assistance to eligible families residing within Santa Rosa County.

W I T N E S S E T H:

WHEREAS, Escambia County and Santa Rosa County have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both Counties are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME" (CFDA #14.239); and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2017, Escambia County and Santa Rosa County have determined that the provision of **Homebuyer Assistance** and **Substantial Rehabilitation/ Reconstruction** as authorized at 24 CFR Part 92.205, 92.250, and 92.251 is a high priority need in Santa Rosa County; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to Santa Rosa County.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and Santa Rosa County agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Santa Rosa County Administrator the authority and concurrent responsibility required to implement Homebuyer Assistance activities in Santa Rosa County ("HOME Activities"), as provided for in the **2018 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. Santa Rosa County shall have direct responsibility for assuring full and complete compliance with all

regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in Santa Rosa County according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

Santa Rosa County agrees to cooperate fully with Escambia County and Neighborhood Enterprise Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, Santa Rosa County, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Activities Administrative Requirements.

a) HOME Program Policies, Procedures and Requirements:

Santa Rosa County, Escambia County and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in Santa Rosa County, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. Santa Rosa County shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to Santa Rosa County as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference and the Consortium HOME Policies and Procedures Manual. Santa Rosa County and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and Santa Rosa County shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. Santa Rosa County shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 CFR Part 92 shall be required at all times with respect to HOME funded aspects of the development. Escambia County assumes Environmental Review obligations under 24 CFR Part 92.352.

Escambia County and Santa Rosa County agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations *with regard to HOME assisted units*. Such Federal requirements include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing

Measures, Davis-Bacon Labor Standards Provisions (for individual projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Displacement and Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, the Santa Rosa County certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements **shall not apply to this agreement** as each housing unit will be processed as a single unit.

SECTION 4. Funding.

a) Santa Rosa HOME Activities:

The maximum **2018** HOME Program funding available to provide assistance to documented eligible, lower income clients through HOME Activities in Santa Rosa County, Florida, shall be **$233,886.00.** Said funds are allocated between approved and eligible HOME Activities denoted as follows:

HOMEBUYER ASSISTANCE	$133,886.00
SUBSTANTIAL REHAB/RECONSTRUCTION	$100,000.00

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations contained therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and Santa Rosa County.

b) Santa Rosa HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Santa Rosa HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Santa Rosa HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County, or to Santa Rosa County to reimburse costs that are advanced by Santa Rosa County, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. Santa Rosa County shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Santa Rosa HOME Activities, the eligibility of clients assisted in Santa Rosa County, and all related payments; and further, Santa Rosa County shall be responsible for the repayment of any disallowed costs related to Santa Rosa HOME Activities.

c) Santa Rosa HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Santa Rosa HOME Activities funding cited in Section 4(a) above, Santa Rosa County shall provide a minimum local match of **$58,471.50** in non-federal funds. Santa Rosa County's State Housing Initiatives Partnership (SHIP) Program fund is an acceptable match source. Said matching funds shall be expended by Santa Rosa County to provide affordable housing for families with incomes

at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be provided to Escambia County upon request, but at least annually, and shall at all times be at least equal to the pro-rata share of HOME funds expended. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within Santa Rosa County, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, Santa Rosa County shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **$31,185.00,** payable solely from funds currently available under the **2018 Escambia Consortium HOME Grant M-18-DC-12-0225**. Administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to Santa Rosa County in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. Santa Rosa County shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2018 Escambia Consortium HOME Grant M-18-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) Program Income:

Any HOME Program Income received by Santa Rosa County will be receipted and returned to Escambia County not less than annually. Escambia County will receipt the funds into Fund 147 and IDIS. Program Income funds will be utilized and disbursed on the next available eligible Santa Rosa project per HUD HOME guidelines.

SECTION 5. Administrative Authority.

Santa Rosa County is not authorized to prepare and execute documents and requests required to enter (set-up) or draw down HOME Program funds from the Escambia Consortium Letter of Credit. Such actions shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

Santa Rosa County assumes responsibility for maintaining all records and documentation related to and supportive of the Santa Rosa HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to

Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. Santa Rosa County shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Santa Rosa County shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

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. Santa Rosa County shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and Santa Rosa County at the address set forth first above, with a copy in the case of County to:

Meredith Reeves, Division Manager
Neighborhood Enterprise Division.
221 Palafox Place, Suite 200
Pensacola, Florida 32501
Phone: (850) 595-0022
E-mail: mareeves@myescambia.com

and in the case of Santa Rosa County (Administration) to:

County Administrator
Santa Rosa County
Santa Rosa County Administration Office
6495 Caroline Street, Suite M
Milton, Florida 32570-4592
Phone: (850) 983-1855 FAX: (850) 983-1856

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

a.) This Agreement shall become effective on **October 1, 2018**, and this Agreement shall

continue for a term of one (1) year from said date or until all of the subject **2018** HOME funds are fully expended and Grant **#M-18-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

b.) Under the HOME Program rule at §92.500(d)(1)(B), HOME funds shall be committed within 24 months after the last day of the month in which HUD notifies Escambia County of HUD's execution of the HOME grant agreement. Santa Rosa County shall endeavor to commit its **2018** funds by **September 30, 2020**, with expenditure by **September 30, 2023**. If Santa Rosa County cannot commit and/or expend its HOME funds by these deadlines, Escambia County reserves the right to re-program funds per the Citizen Participation Plan to another HOME eligible activity within the Escambia Consortium in order to avoid recapture of funds by HUD.

SECTION 10. Nepotism

Santa Rosa County agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). Santa Rosa County agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, color, familial status, disability, religion, or national origin. Santa Rosa County accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c). Santa Rosa County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age or disability. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Santa Rosa County agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties

shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(d) This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Offices of the Clerks of the Circuit Court of Escambia County and Santa Rosa County. Each Party shall be responsible for filing the Agreement with the Clerk in their respective jurisdiction.

SECTION 13. Compliance with Public Records Laws.

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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By:_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: October 4, 2018

BY:_____
Deputy Clerk

(S E A L)

Approved as to form and legal sufficiency.
By/Title:
Date: 9/21/18

SANTA ROSA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA

ATTEST:

By:_____
Robert A. "Bob" Cole, Chairman

_____
Donald C. Spencer
Clerk of Courts

BCC Approved:

(SEAL)

PASSED AND ADOPTED BY THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 2018, BY A VOTE OF _____ YEAS, _____ NAYS AND _____ ABSENT.

EXHIBIT I

2018 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

ESCAMBIA CONSORTIUM
2018-2019 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES
FOR MEMBER JURISDICTIONS

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$521,746**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$143,930**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **$100,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. (Santa Rosa County)

HOMEBUYER ASSISTANCE **$133,886**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 7-8 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **$179,913**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT) **$119,941**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2018 HOME Funds Available to the Consortium $ 1,199,416

(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

TOTAL 2018 HOME FUNDS PROJECTED **$1,199,416**

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

SANTA ROSA COUNTY, FLORIDA will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subpara-graph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **SANTA ROSA COUNTY** Date: 10/4/18

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-18-DC-12-0225

SANTA ROSA COUNTY, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED:_____
Robert A. "Bob" Cole, Chairman
Santa Rosa County
Board of County Commissioners

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____

Robert A. “Bob” Cole, Chairman
Santa Rosa County Board of County Commissioners

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____ **HOME Investment Partnerships Act (HOME)**
Name: Robert A. “Bob” Cole (Project Name)
Title: Chairman M-18-DC-12-0225
(Project Number)

Firm/Agency: Santa Rosa County, Florida

Street Address: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

FR 24.510 & 24 CFR, Part 24, Appendix A

CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)

I/We hereby certify and affirm that Escambia County has provided Santa Rosa County with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

Santa Rosa County:

By:_____
Robert A. "Bob" Cole, Chairman
Board of County Commissioners

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14938 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Miscellaneous Appropriations Agreement_United Way-Community Investment- 2018-2019
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriation Agreement with the United Way of Escambia County, Inc., (Community Investments to Improve Lives) for Fiscal Year 2018/2019 for Outside Agencies - Tonya Gant, Director, Department of Neighborhood & Human Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreement with the United Way of Escambia County, Inc., (Community Investments to Improve Lives):

A. Approve the Miscellaneous Appropriations Agreement to be paid from the General Fund (001), Cost Center 370102, in the amount of $90,725;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payments in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

The United Way of Escambia County, Inc., will coordinate the provision of essential services that effectively leverage local resources and community partnerships to create positive changes in the education, health and financial

stability of Escambia County citizens through the Community Investment Program for Escambia County.

The Community Investment Program is a comprehensive community investment process through which United Way of Escambia County, Inc. volunteers review applications, tour nonprofit agencies, and listen to oral presentations to determine where County resources are invested in collaborative work that benefits local citizenry. The United Way of Escambia County, Inc., manages the process; and nonprofit agencies are required to demonstrate positive outcomes on a quarterly basis, that prove they are having impacts in education, health, and financial stability.

BUDGETARY IMPACT:

Funding in the amount of $90,725 is allocated in the Fiscal Year 2018-2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Senior Assistant County Attorney has reviewed and approved the Agreement

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

MiscApprop2018-2019
MiscApprop-UnitedWay2017-2018 Disbursement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND UNITED WAY OF ESCAMBIA COUNTY, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and United Way of Escambia County, Inc., a Florida not for profit corporation authorized to do business in the State of Florida, FEI/EIN Number 59-0651076, with a principal address of 1301 West Government Street, Pensacola, Florida 32502 (hereinafter referred to as "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by coordinating the provision of essential services that effectively leverage local resources and community partnerships to create positive changes in the education, health and financial stability of Escambia County citizens; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $90,725.00 to conduct the program generally described as *"Community Investment to Improve Lives"* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representative of the Recipient is authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement,

and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any ordinances or statutes appropriating such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County

may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To perform successfully the program more particularly described in Exhibit A to this Agreement.

H) To provide monthly report of program expenditures on or before the 10th day of each month to include an itemization of eligible expenditures.

Section 3. The Recipient may not enter into subcontracts or sub-grants under of this agreement without the County's prior written approval. The Recipient must furnish the County a copy of all subcontracts or sub-grants prior to receiving written approval, which shall be granted in the sole discretion of the County.

Section 4. This Agreement shall be considered to have become effective on the date last executed and will expire on the 30th day of September 2019, unless terminated sooner with or without cause by either party providing thirty (30) days prior written notice of such termination to the other party.

Section 5. For the County's current Fiscal Year 2018/19 (October 1 through September), the County agrees to pay the Recipient the sum of $90,725.00. Following execution of the agreement, payment shall be provided to the Recipient in a single lump sum payment as provided in Exhibit A to this Agreement.

Section 6. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 7. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 8. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 9. The Recipient agrees that any funds provided by the County for the operation of the

program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 10. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

UNITED WAY OF ESCAMBIA COUNTY, INC.

By: _____
Laura Gilliam, Chief Executive Officer

Attest:

Date: 9/27/18

_____
Secretary

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/26/18

JAMES R. SUTTON, II
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF183170
Expires 12/14/2018

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
United Way of Escambia County, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF **UNITED WAY**
OF ESCAMBIA COUNTY, INC......$90,725.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

United Way of Escambia County, Inc. will coordinate the provision of essential services that effectively leverage local resources and community partnerships to create positive changes in the education, health and financial stability of Escambia County citizens through the Community Investment Program for Escambia County.

The Community Investment Program is a comprehensive community investment process through which Escambia County volunteers review applications, tour nonprofit agencies, and listen to oral presentations to determine where County resources are invested in collaborative work that benefits local citizenry. United Way of Escambia County, Inc. manages the process; and nonprofit agencies are required to demonstrate positive outcomes on a quarterly basis, that prove they are having impacts in education, health, and financial stability.

United Way of Escambia County

1301 West Government Street
Pensacola, FL 32502

Phone (850) 434-3157
Fax (850) 444-7117

www.unitedwayescambia.org

LIVE UNITED
United Way

BOARD OFFICERS
Yvette McLellan
Chair

Jack Lowrey, Jr.
Chair Elect

Tammy Davies
Treasurer

Patrice Whitten
Secretary

David Peaden
Past Chair

BOARD MEMBERS
Meri Asmar
Michael Collette
Cedric Durre
Cathy England
John Floyd
KC Gartman
John Hosman
Wes Hudgens
Daniel Joyner
Trip Maygarden
Jo McArthur
Amy Miller
Todd Phillips
Chris Scales
Tim Stronko
Oliver Sumlin
Johnathan Taylor
Carlton Ulmer

UNITED WAY STAFF LEADERSHIP
Laura Gilliam
President/CEO

Tom Hilton
Chief Financial Officer

DIRECTORS
Kelly Jasen
Development Director

Melissa Lewis
Director of Operations

Jonathon Potrzeba
Director of Marketing

July 11, 2018

Escambia County Community Services
Attn: Tonya Gant
223 Palafox Place
Pensacola, FL. 32502

Dear Tonya,

United Way of Escambia County awarded $850,000 to 42 local non-profit programs as part of our annual Community Investment process. $90,725 of that total was from the Escambia County Board of County Commissioners (BOCC) Community Services award (PO 181245) in support of the Community Investment process. Funds were disbursed as part of our July 2018 distribution to the agencies administering the various awarded programs.

Attached is Exhibit A, detailing the total amounts awarded to the various agencies and their programs through the process, the BOCC's pro-rated portion of the award, the related match the various awardees will be able to bring into the community from state and federal sources as a result of the BOCC's grant, and a brief description of the programs receiving support.

As a result of the BOCC's grant of $90,725, the various programs will be able to bring in an additional ~~$237,185~~ $211,209, significantly increasing the number of clients served and outcomes achieved in Escambia County. If you have any questions, please feel free to contact me at lgilliam@unitedwayescambia.org.

Sincerely,

Laura P. Gilliam
President/CEO

ACCREDITED CHARITY bbb.org

CH746 A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION OF UNITED WAY OF ESCAMBIA COUNTY, PRINCIPALLY LOCATED IN FLORIDA, MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE, 1-800-435-7352. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

Exhibit A
Escambia County Government
United Way Community Investment Grant Award

Agency Name	Program Name	Focus Area	UWEC Award Amount	Amount of UWEC eligible for match	Match for every $1	Escambia County Govt Share	Escambia County Govt Match Value	25 Word Program Description
AMIkids Pensacola	AMIkids Pensacola	Education	$21,000			$2,413.06	$0.00	AMIkids Pensacola is dedicated to helping troubled youth realize and achieve their potential, strengthen their community, and have a lasting impact on generations to come.
Autism Pensacola	Kids for Camp Summer Learning Lab	Health	$6,600			$1,213.06	$0.00	Kids for Camp is a best-practice, data-driven summer program that increases both communication and daily living skills for autistic individuals, ages 2-25, and trains educators.
Be Ready Alliance Coordinating for Emergencies	Heritage Oaks Affordable Housing	Education	$10,000	$10,000	$4.62	$1,496.39	$6,913.00	Provide affordable supportive housing and wraparound services for individuals, families and formerly homeless veterans.
Big Brothers Big Sisters of Northwest Florida	Big Brothers Big Sisters Community Based Program	Education	$20,000			$2,123.95	$0.00	One-to-one mentoring ages 6 years old through 18 years of age. Services include: Orientation, background screening, assessment, matching, case management, match support, and volunteer recruitment.
Big Brothers Big Sisters of Northwest Florida	School To Work	Education	$9,000			$955.78	$0.00	Program is aimed at helping students improve their chances of graduating and transitioning to post-secondary education, vocational training, military, or directly to work.
Boys and Girls Club of the Emerald Coast	Academic Success	Education	$50,000			$4,640.28	$0.00	On time grade progression and graduation from high school ready for college, trade school or military.
Boys and Girls Club of the Emerald Coast	Healthy Lifestyles	Health	$20,000			$1,856.11	$0.00	Healthy Lifestyles programming is designed to encourage youth to adopt a healthy diet, practice healthy lifestyle choices and make a lifelong commitment to fitness.
Capstone Adaptive Learning and Therapy Centers, Inc.	Capstone Academy	Education	$23,000			$2,158.74	$0.00	Providing an array of services for advancing the independence and quality of life for children and students with a spectrum of abilities and disabilities.
Capstone Adaptive Learning and Therapy Centers, Inc.	Essential Life Skills	Health	$40,000			$3,754.32	$0.00	Capstone is able to provide meaningful day activities for developmentally disabled youth and adults with complex medical needs due to nurses on staff.
Catholic Charities of Northwest Florida	Emergency Assistance	Financial Stability	$12,000			$1,663.06	$0.00	Solve financial crisis through case management and financial literacy, thereby preventing homelessness, providing families with tools to overcome crisis, manage income, and strengthen family stability.
Chain Reaction	Service Learning and Leadership Development	Education	$16,000			$1,996.39	$0.00	Chain Reaction is a teen leadership institute which empowers teens to learn through service.
Children's Home Society of Florida	teenspace	Education	$21,118			$2,422.88	$0.00	Children's Home Society teenspace program provides pregnancy and drop-out prevention, including support group and home visitation services for pregnant and parenting teens in Escambia County.

Exhibit A
Escambia County Government
United Way Community Investment Grant Award

Council on Aging of West Florida	Nutrition Program	Health	$75,000	$75,000	$9.00	$6,802.54	$61,223.00	Provision of well-balanced meals to aging adults who have a nutritional need and cannot afford to purchase, obtain, or prepare meals on their own.
Council on Aging of West Florida	Senior Companion Program	Health	$15,000	$15,000	$9.00	$1,360.51	$12,245.00	Low-income active adults age 55+ provide homebound adults age 60+ with assistance vital to continued independent living.
Early Learning Coalition of Escambia County	School Readiness Program	Education	$70,000	$70,000	$16.00	$6,496.38	$103,942.00	School Readiness provides child care funding assistance for low income working families so that they can obtain and maintain employment, and provides children early education.
Epilepsy Foundation of Florida	Epilepsy Services and Resource Center	Health	$4,439			$1,032.97	$0.00	The program assists low-income Escambia County residents achieve effective, comprehensive epilepsy care management, thus providing timely needed medical care and improving healthy independent living.
Every Child A Reader Escambia	Reading Pals	Education	$15,000			$1,913.05	$0.00	The goal of the Reading Pal program is to help students build strong early literacy skills necessary for kindergarten success.
FavorHouse of Northwest Florida	Domestic Violence Shelter Program	Financial Stability	$17,500	$25,000	$3.00	$2,121.38	$9,092.00	Provide financial literacy/ educational classes, minimum eight weeks safe residential living, food, clothing, transportation, safety planning, housing referrals, counseling, without cost for domestic violence survivors.
Feeding the Gulf Coast	The Mobile Pantry Program	Financial Stability	$4,500			$1,038.05	$0.00	The Mobile Pantry Program provides thousands of pounds of food to 100 families on a single day, leading to increased food security.
Gulf Coast Kids House	Child Abuse Prevention Education	Health	$18,170			$1,861.66	$0.00	The prevention education programs at GCKH raise awareness about local child abuse trends and teach attendees how to prevent, recognize, and respond to child abuse.
Gulf Coast Kids House	Family Advocacy	Health	$16,500			$1,690.56	$0.00	Gulf Coast Kid's House is Escambia County's children's advocacy center. We combine child abuse intervention, investigation, treatment, and prosecution professionals under one child-friendly roof.
Health and Hope Clinic	Access to Care2	Health	$17,900			$2,154.72	$0.00	The Health and Hope Clinic Access to Care2 program provides access to health services including primary and dental care rendered by volunteer medical professionals.
Independence for the Blind	VIP Childrens Program	Health	$5,940			$693.45	$0.00	To teach the Visually Impaired and Blind Children the daily living, socialization, mobility, computer skills needed for them to reach their maximum level of independence
Independence for the Blind	Transition Program	Education	$5,275			$615.82	$0.00	To teach the Blind, of all ages, the daily living, orientation and mobility, computer and employment skills needed for their maximum level of independence.
Independence for the Blind	Older Blind Program	Health	$8,634			$1,007.95	$0.00	Teach independent living skills, assistive technology, and orientation & mobility training to the elderly who are blind or visually impaired so they can achieve maximum independence.

Exhibit A
Escambia County Government
United Way Community Investment Grant Award

Lakeview Center	Lakeview Center Victim Services	Health	$8,060	$8,000	$1.00	$1,334.72	$1,325.00	The Victim Services program helps victims of crime recover from the trauma of violent crime. Victims and their families receive supportive counseling and advocacy services.
Legal Services of North Florida	Veterans Legal Assistance	Education	$12,500	$5,875	$1.25	$1,343.05	$789.00	LSNF provides legal assistance to support veterans within our community with reaching economic stability and self-sufficiency, focusing on housing, benefits, family law, and consumer matters.
Legal Services of North Florida	Independence for Dependent and Homeless Youth	Education	$15,000	$2,496	$1.25	$1,611.67	$335.00	Providing legal assistance to dependent and homeless youth, especially those recent or soon-to-become adults, in civil legal matters to achieve self-sufficiency.
Lutheran Services of Florida	Sexual/Physical Abuse Treatment Program	Health	$38,077	$38,077	$4.00	$3,836.13	$15,345.00	Sexual/physical abuse treatment services for child victims and their families, to reduce the trauma surrounding the abuse and to prevent the recurrence of sexual abuse.
Manna Food Bank, Inc.	Moving Escambia County From Hunger To Hope	Financial Stability	$15,400			$1,517.10	$0.00	Moving Escambia County From Hunger To Hope provides low-income populations with access to healthy food and connects community members with additional resources in emergency situations.
Manna Food Bank, Inc.	Healthy Seniors Food Program	Health	$28,280			$2,785.95	$0.00	The Healthy Seniors Food Program provides a 10-day supply of nutritious food to low-income seniors, with limited resources and access to healthy food.
Milk & Honey Outreach Ministry	Milk & Honey Afterschool Program	Education	$5,000			$1,079.72	$0.00	MHOM provides afterschool programs that include tutoring, mentoring, group counseling, and team-building activities. Our goal is to help children develop to their fullest potential.
OASIS Florida, a project of OASIS (Okaloosa AIDS Support and Informational Services, Inc.)	Mobile Outreach Program	Health	$15,000			$1,913.05	$0.00	Mobile HIV testing fills a need in low income and rural areas allowing identification of HIV and lowering the prevalence of HIV in northwest Florida.
Pace Center for Girls	Girls Earning Diplomas (GED) Program	Education	$20,000			$2,329.72	$0.00	Our GED program gives girls at risk of failure the opportunity to live independent, self-sufficient lives by helping them obtain a high school diploma.
Pathways for Change	Every Adult Achieves Self Sufficiency	Education	$8,500			$1,371.38	$0.00	Home Health Aid will train participants to administer medications, change bandages, check vital signs, and offer a full-range of in-home companionship.
The ARC Gateway, Inc.	Pearl Nelson Child Development Center/Early Intervention Services	Education	$51,200			$4,689.96	$0.00	Early intervention services to enhance the development of children from birth - three years of age who have been identified with a developmental delay or disability.
The ARC Gateway, Inc.	Pearl Nelson Child Development Center/Pediatric Therapy	Health	$29,000			$2,656.42	$0.00	Pediatric speech, occupational & physical therapy services for children with developmental delays or disabilities designed to improve each child's development and health outcomes.
The Salvation Army	Social Services - Basic Needs	Financial Stability	$12,750			$1,405.80	$0.00	This program strives to meet basic needs of individuals and families that are experiencing an unexpected financial hardship through a comprehensive intake screening process.

Exhibit A
Escambia County Government
United Way Community Investment Grant Award

The Salvation Army	The Salvation Army Emergency Shelter - Sally's House	Health	$11,875			$1,309.33	$0.00	Provide shelter/transitional housing to homeless adults giving them an opportunity to work on their life challenges; alcohol and drug addictions and poor life choices.
Waterfront Rescue Mission, Inc.	Workforce Development: Providing a Path to Self-Sufficiency	Education	$15,182			$1,928.22	$0.00	Waterfront Rescue Mission's Workforce Development creates a pathway from instability and dependence to self-sufficiency and independence by providing access to life-skills training and employment opportunities.
YMCA of Northwest Florida	Child Care	Financial Stability	$22,850			$2,268.37	$0.00	The YMCA provides quality childcare programs that support family financial stability and provide opportunity. These programs also promote academic success, healthy lifestyles and character development.
YMCA of Northwest Florida	Youth Development	Health	$18,750			$1,861.35	$0.00	The Y will promote health and combat obesity by providing youth summer day camps, recreational sports and swim lessons and aquatics programs.
			$850,000			$90,725.00	$211,209.00	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14896 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Approval of Miscellaneous Appropriations Agreement
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Keep Pensacola Beautiful, Inc., in the amount of $51,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize this Contractual Agreement and establish the source documents by which payment can be made, Board approval of this Agreement is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Keep Pensacola Beautiful, Inc.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND KEEP PENSACOLA BEAUTIFUL, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Keep Pensacola Beautiful, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-1863230, with a principal address of 9 West Blount Street, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves as a vital source of environmental action which preserves and protects the County's natural resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Solid Waste Management Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $51,000.00 to conduct the program generally described as *Keep Pensacola Beautiful, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit

report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $51,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

KEEP PENSACOLA BEAUTIFUL, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

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

EXHIBIT A
2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Keep Pensacola Beautiful, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF **KEEP PENSACOLA BEAUTIFUL, INC.**.....$51,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

- **Roadside Litter and Tire Removal:** KPB assists county with removal of roadside litter and illegally dumped debris at a minimum of once per week utilizing Court Ordered Community Service workers.
- **Court Ordered Community Service Work Program:** KPB provides the opportunity to work off court ordered community service hours. We offer daily shifts Monday through Saturday with approx. 5 hours per day. KPB manages the administrative tasks of maintaining a log of hours worked and issuing completion certificates. We also offer workers the opportunity to work special events in the community, which gives them flexibility to work around work and family obligations.
- **Adopt-A-Spot:** KPB's Adopt-A-Spot program encourages community members to adopt a location within Escambia County and maintain it a minimum of once per quarter, or four times per year. Cleanup equipment is provided for free and a recognition sign is installed at the site displaying the name of the group or individual.
- **CRA Neighborhood Cleanup Assistance:** KPB employees assist County CRA with neighborhood cleanups, removing curbside debris from designated area, once per month.
- **Program Name: Code Enforcement Assistance – As Needed:** KPB will provide assistance on an as-needed basis and upon the request of County Code Enforcement, to elderly or handicapped individuals within Escambia County who may be unable to take appropriate care of their property.
- **ECUA Oil and Grease Recycling Station:** KPB hosts an ECUA Oil and Grease station at our office location that is available for community use. Community members can stop by and pick up containers, take them home to fill them up, then return the containers to the station. ECUA picks up the full oil containers twice per month and replaces
- **Ink Cartridge Recycling Program:** KPB provides a pickup service for local businesses to properly dispose of use ink and toner cartridges with certified recyclers. KPB provides a recycling box to each business who participates in the program and picks up boxes as they get full.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14898 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Approval of Miscellaneous Appropriations Agreements
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Nine Miscellaneous Appropriations Agreements for Fiscal Year 2018/2019 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriation Agreements to be paid from the General Fund (001), Cost Center 110201:

1. Another Chance Transitional Services (ACTS), in the amount of $20,000;
2. Community Organizations Active in Disaster, Inc., D/B/A BRACE (Be Ready Alliance Coordinating for Emergencies), in the amount of $81,250;
3. Council on Aging of West Florida, Inc., in the amount of $45,000;
4. Escambia Community Clinics, Inc., D/B/A Community Health Northwest Florida, Inc., in the amount of $103,876;
5. New World Believers, Inc., in the amount of $15,000;
6. Pensacola Caring Hearts, Inc., in the amount of $13,000;
7. Pensacola's Promise, Inc., d/b/a Chain Reaction, in the amount of $19,000;
8. Wildlife Sanctuary of Northwest Florida, Inc., in the amount of $35,000; and
9. United Way of Escambia County, Inc. (211 First Call for Help), in the amount of $25,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Orders.

BACKGROUND:

The County makes payments in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Another Chance Transitional Services (ACTS)
Community Organizations Active in Disaster, Inc. (BRACE)
Council on Aging, Inc.
Escambia Community Clinics, Inc.
New World Believers, Inc.
Pensacola Caring Hearts
Pensacola's Promise DBA Chain Reaction
Wildlife Sanctuary of Northwest Florida, Inc.
211 First Call for Help

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
ANOTHER CHANCE TRANSITIONAL SERVICES (ACTS)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Another Chance Transitional Services, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 46-2603547, with a principal address of 2101 North Pace Boulevard, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by assisting ex-offenders in their quest to acquire and maintain employment through coordinated services strategic to their transition back into the community post-incarceration; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $20,000.00 to conduct a program generally described as *Another Chance Transitional Services (ACTS)* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it

upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be

due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by providing thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $20,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will

continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

ANOTHER CHANCE TRANSITIONAL SERVICES, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/17/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Another Chance Transitional Services, Inc.

	APPROVED BUDGET
SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **ANOTHER CHANCE TRANSITIONAL SERVICES, INC.**	$20,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Assisting ex-offenders in their quest to acquire and maintain employment through coordinated services strategic to their transition back into the community post-incarceration.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER, INC. D/B/A BRACE (BE READY ALLIANCE COORDINATING FOR EMERGENCIES)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Community Organizations Active in Disaster, Inc. d/b/a BRACE (Be Ready Alliance Coordinating For Emergencies), a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 20-4815891, with a principal address of 1301 West Government Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by engaging partner organizations and citizens in disaster prevention, preparedness, response and recovery to make our community safer, stronger and better able to survive emergencies; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $81,250.00 to conduct a program generally described as *Be Ready Alliance Coordinating for Emergencies (BRACE)* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit

report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $81,250.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER, INC. D/B/A BRACE (BE READY ALLIANCE COORDINATING FOR EMERGENCIES)

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/17/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER, INC. D/B/A BRACE
(BE READY ALLIANCE COORDINATING FOR EMERGENCIES)

	APPROVED BUDGET
SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER, INC. D/B/A BRACE (BE READY ALLIANCE COORDINATING FOR EMERGENCIES)**.....	$81,250.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Engaging partner organizations and citizens in disaster prevention, preparedness, response and recovery to make our community safer, stronger, and better able to survive emergencies.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
COUNCIL ON AGING OF WEST FLORIDA, INC.

THIS AGREEMENT is made and entered by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Council on Aging of West Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-1373939, with a principal address of 875 Royce Street, Pensacola, Florida 32503 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient provides essential programs and services to the elderly of West Florida to increase their independence; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $45,000.00 to conduct the program generally described as *Council on Aging of West Florida* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have

been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $45,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/17/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Council on Aging of West Florida, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE **COUNCIL ON AGING OF WEST FLORIDA, INC.** $45,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:
These funds will be used as local match for federal and state funded home and community based services for the aging adults. The following sources provide funding:

- Older American's Act (federal)
- Corporation for National & Community Services (federal)
- Community Care for the Elderly (state)

The following programs operated by or through the Council on Aging of West Florida, Inc. are the recipients of state/federal funds:

- Meals-on-Wheels
- Senior Dining (formerly Congregate Meals)
- Recreation
- Transportation
- Chore
- Home Care Services (Homemaking, Personal Care, Respite, Companionship, etc.)
- Adult Day Health Care
- Screening and Assessment
- Case Management
- Case Aide
- Caregiver Program
- Facility-based Respite
- Foster Grandparents
- Senior Companions

This appropriation will assist in the provision of services to more than 2,100 aging individuals residing in Escambia County, Florida. This appropriation provides match for $405,000 in state/federal funding.

Council on Aging of West Florida, Inc. currently receives $3,114,211 in federal/state funds that require a local match of $1 for every $9 in federal/state funding ($311,422 required in local match).

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND ESCAMBIA COMMUNITY CLINICS, INC. D/B/A COMMUNITY HEALTH NORTHWEST FLORIDA, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia Community Clinics, Inc., D/B/A Community Health Northwest Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3105246, with a principal address of 2315 West Jackson Street, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing vital humanitarian services through medical aid to persons who may no otherwise receive such care; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $103,876.00 to conduct the program generally described as *Community Health Northwest Florida* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $103,876.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation

to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

ESCAMBIA COMMUNITY CLINICS, INC. D/B/A COMMUNITY HEALTH NORTHWEST FLORIDA, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/17/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Escambia Community Clinics, Inc., D/B/A Community Health Northwest Florida, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **COMMUNITY HEALTH NORTHWEST FLORIDA, INC.** $103,876.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The mission of Escambia Community Clinics, Inc., D/B/A Community Health Northwest Florida, Inc. is to provide outpatient primary care services to the indigent, medically needy, and working poor residents of Escambia County, regardless of their ability to pay. Care is provided with dignity and compassion without regard to age, sex, race or religion. Primary care services include urgent, non-emergent, and follow-up health care services delivered by staff physicians of Community Health Northwest Florida, Inc. All laboratory, x-ray, and diagnostic services are included.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND NEW WORLD BELIEVERS, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and New World Believers, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 30-0236534, with a principal address of 4243 Erress Boulevard, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by assisting youth that are at a high risk for criminal behavior or have had criminal offenses through a Department of Juvenile Justice sanctioned program; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $15,000.00 to conduct a program generally described as *H.O.O.P.S. (Healthy Opportunities and Options Promoting Success)* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public

accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $15,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will

continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

NEW WORLD BELIEVERS, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/12/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
New World Believers, Inc.

	APPROVED BUDGET
SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **NEW WORLD BELIEVERS, INC.**	$15,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

New World Believer's *H.O.O.P.S. (Healthy Opportunities and Options Promoting Success)* program will:

1. Address the violence perpetrated by youth offenders;

2. Develop an individual plan for success to help youth with acceptable behavioral conduct in society;

3. Increase performance skill and enlightenment; and

4.Teach specific social-emotional skills and build support systems that will reinforce positive actions to make youth less likely to reoffend.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND PENSACOLA CARING HEARTS, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Caring Hearts, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 46-3609660, with a principal address of 1501 West Avery Street, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing a mobile food pantry twice a month throughout Escambia and Santa Rosa Counties and by maintaining a food pantry that is available 24-hours daily, 7 days a week when needed; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $13,000.00 to conduct a program generally described as *Pensacola Caring Hearts Mobile Food Pantry* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it

upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be

due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $13,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

PENSACOLA CARING HEARTS, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/12/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Pensacola Caring Hearts, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **PENSACOLA CARING HEARTS, INC.** $13,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

To provide a mobile food pantry twice a month throughout Escambia County and to maintain a food pantry that is available 24-hours daily, 7 days a week when needed.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND PENSACOLA'S PROMISE, INC. D/B/A CHAIN REACTION

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola's Promise, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 20-5966578, with a principal address of 1000 College Boulevard, Building 98, Pensacola, Florida 32504 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of the County by matching community resources with identified needs so that all of Escambia County's children have an ongoing relationship with a caring adult, safe places, structured activities during non-school hours, a healthy start, a marketable skill through effective education, and opportunities to give back through community service; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $19,000.00 to conduct the program generally described as *Pensacola's Promise, Inc. d/b/a Chain Reaction* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $19,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation

to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

PENSACOLA'S PROMISE, INC.
D/B/A CHAIN REACTION

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/14/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Pensacola's Promise, Inc. d/b/a Chain Reaction

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **PENSACOLA'S PROMISE, INC. D/B/A CHAIN REACTION**.....$19,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Chain Reaction is the local teen leadership institute for youth ages 14-18 in Escambia County. Chain Reaction's mission is to empower teens to learn through service. The CR program performance measures for 2018-2019 are as follows:

Performance Measure #1: 65% of CR teens will complete six-week service projects resulting in 10,000 service hours contributed to Escambia County that proves CR has increased 225 teens' connection to their community through service.

Performance Measure #2: Completing 110 work resumes and placing 45 teens in internships will prove that CR is increasing teen leadership development.

Performance Measure #3: Obtaining over 1.5 million dollars in college scholarships will prove college preparedness in CR teens.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Wildlife Sanctuary of Northwest Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-2222303 with administrative offices at 105 North "S" Street, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient provides to the citizens of Escambia County a valuable and necessary program to protect the County's wildlife resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30) the sum of $35,000.00 to conduct the program generally described as *Wildlife Sanctuary of Northwest Florida* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit

report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $35,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/17/18

WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Wildlife Sanctuary of Northwest Florida, Inc.

APPROVED BUDGET

SALARIES, BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE **WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.** $35,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The Wildlife Sanctuary of Northwest Florida provides information, tours, presentations and a quarterly publication to the public. Through these services school children, senior citizens, physically and mentally challenged associations, church groups, and the general public learn about their impact on Florida's wildlife so they may make informed choices about how their everyday behavior affects the environment.

The mission of the Wildlife Sanctuary is to provide a safe haven for injured and orphaned wildlife, provide rehabilitation and release when possible, and to foster public awareness and appreciation of wildlife. This is accomplished through the mobilization and direction of public, private, and human resources to provide care, create natural habitats, and promote wildlife preservation through education.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND UNITED WAY OF ESCAMBIA COUNTY, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and United Way of Escambia County, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-0651076, with a principal address of 1301 West Government Street, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing community information and referral services; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $25,000.00 to conduct the program generally described as *211 Program for Escambia County* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it

upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within

the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $25,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

UNITED WAY OF ESCAMBIA COUNTY, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency:

By/Title: _____

Date: 9/17/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
United Way of Escambia County, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE **UNITED WAY OF ESCAMBIA COUNTY, INC.**.....$25,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

United Way of Escambia County will provide community information and referral services to Escambia County citizens through the *211 Program for Escambia County.*

The 211 Program is a comprehensive community information and referral service available to every county resident at no charge, 24 hours a day, 7 days a week.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14899 **County Administrator's Report 10. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Approval of Miscellaneous Appropriations Agreements
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Two Miscellaneous Appropriations Agreements for Fiscal Year 2018/2019 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements for Civil Legal Aid Services with the following organizations to be paid from Fund 115, Article V, Court Administration, Cost Center 410802:

1. Legal Services of North Florida, Inc., in the amount of $62,344; and
2. Northwest Florida Legal Services, Inc., in the amount of $62,344;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The two purchase orders are a result of a state mandate to fund certain legal aid services within the County. The mandate and amount are set in Florida Statutes 939.185. The Board decided at its Budget Workshops that the amount would be split between two local firms that applied for the funding for FY 18/19.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:
The County Attorney has approved and signed-off on the Agreements.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board action is necessary for approval of purchase orders exceeding $50,000.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Legal Services of North Florida, Inc.
Northwest Florida Legal Services, Inc.

MISCELLANEOUS APPROPRIATIONS AGREEMENT
FOR CIVIL LEGAL AID SERVICES

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Legal Services of North Florida, Inc., a not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 51-0197090, with a principal address of 2119 Delta Boulevard, Tallahassee, FL 32303 and a local address of 1741 North Palafox Street, Pensacola, FL 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, pursuant to §125.01, Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to perform those acts, including the expenditure of public funds, which further the public good and common interest of the people of Escambia County; and

WHEREAS, pursuant to §29.008, Florida Statutes, the County is required by §14, Article V of the State Constitution to provide funding for certain court-related functions to include funding for legal aid programs; and

WHEREAS, the Recipient provides legal assistance to eligible low income citizens of Escambia County; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of public funds serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General and Article V Revenue Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $62,344.00 to provide civil legal aid services as provided herein; and

WHEREAS, the undersigned representative of the Recipient is authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Term. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. Scope. Recipient agrees to perform in accordance with the terms and conditions as outlined in the Budget and Scope of Work provided in **Exhibit A**, attached hereto and incorporated by reference herein.

Section 4. Program Funding. The County agrees to pay the Recipient in an amount not to exceed **$62,344.00** for authorized program expenses payable in accordance with the approved budget provided in **Exhibit A** and the procedures set forth in **Exhibit B**, attached hereto and incorporated by reference herein. The Recipient's approved budget and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this agreement.

Section 5. The Recipient agrees to maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated.

Section 6. Reporting Requirements. The Recipient agrees to provide the County with a quarterly narrative progress report on the program. Such reports will include basic statistical information relevant to the program and a statement of expenditures. Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. Residual Funds. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. Records Retention. The Recipient shall retain all pertinent records, statistical, financial, audit, and participant files related to the performance of this Agreement for a period of five (5) years from the date of receiving final payment from the County or resolution of any audits.

Section 9. County Audit. Upon providing reasonable notice, the County may inspect all pertinent records, statistical, financial, audit, and participant files related to the Recipient's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

Section 10. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days prior written notice of such termination. In the event of termination by either party as provided herein, the Recipient shall be paid for services provided through the date of termination.

Section 11. Indemnification. Recipient shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Recipient in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Recipient 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 Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Recipient agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 12. Independent Contractor Status. In the performance of this Agreement hereunder, Recipient is an independent contractor. Recipient shall not hold itself out as an employee, agent or servant of the County; and Recipient shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 13. Notices. Any notice 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: Legal Services of North Florida, Inc.
Attention: Leslie N. Powell
1741 North Palafox Street
Pensacola, Florida 32502

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.

Section 14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

Section 15. Public Records. 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 the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Recipient seven (7) days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract.

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

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

Section 16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Recipient acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

Section 17. Compliance with Laws. Recipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

Section 18. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Recipient without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

Section 19. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.
By/Title:
Date: 9/17/18

_____
Deputy Clerk

(SEAL)

LEGAL SERVICES OF NORTH FLORIDA, INC.

By: _____
Leslie N. Powell-Boudreaux, Executive Director

Date: _____

Attest:

_____
Corporate Secretary

(SEAL)

EXHIBIT A

RECIPIENT:
LEGAL SERVICES OF NORTH FLORIDA, INC.

APPROVED BUDGET:
PROGRAMMATIC EXPENSES ASSOCIATED WITH CIVIL LEGAL AID SERVICES
PROGRAM FUNCTIONS $62,344.00

SCOPE OF SERVICES TO BE CARRIED OUT WITH THESE FUNDS:

The Recipient shall provide competent legal representation on civil matters to eligible low income citizens of Escambia County at no cost to the citizen. The range of services should include, but not be limited to, the following:

- Family Law - Domestic/Sexual Violence – Examples of services would include securing protective orders, assisting in divorce and/or child custody issues (as it relates to domestic abuse or sexual abuse) and managing immigration matters.

- Immigration Issues - Examples of services may include self-petitions and waivers for battered spouses.

- Consumer Assistance - Examples of services would include assistance in combating predatory lending practices and unlawful debt collection, bankruptcy filings, and responding to deceptive sales practices, assistance with wage garnishment and repossessions.

- Family Law—Other - Examples would include legal representation to determine paternity, adoptions, name changes and establishing guardianship.

- Housing - Examples would include resolution of lease disputes, evictions, predatory rental practices, issues with public housing, foreclosure assistance, loan modification, short sales, resolution of matters involving title and liens.

- Public Assistance - Examples would include representation in matters involving Medicare, Medicaid, food stamps, unemployment compensation and TANF.

- Elder Law (Assistance with matters for citizens over the age of 60 years old) - Examples would include assistance in creating wills and probate, matters including powers of attorney, health care directives and guardianship.

- Tax Law - Examples would include legal assistance in matters dealing with the Internal Revenue Service (IRS).

- Education - Resolving issues surrounding inappropriate use of discipline in schools, assistance in securing appropriate services dictated under the Individuals with Disabilities Act (IDEA) and Section 504 of the Rehabilitation Act.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

MISCELLANEOUS APPROPRIATIONS AGREEMENT
FOR CIVIL LEGAL AID SERVICES

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Northwest Florida Legal Services, Inc., a not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 59-1817996, with a principal address of 701 South J Street, Pensacola, FL 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, pursuant to §125.01, Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to perform those acts, including the expenditure of public funds, which further the public good and common interest of the people of Escambia County; and

WHEREAS, pursuant to §29.008, Florida Statutes, the County is required by §14, Article V of the State Constitution to provide funding for certain court-related functions to include funding for legal aid programs; and

WHEREAS, the Recipient provides legal assistance to eligible low income citizens of Escambia County; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of public funds serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General and Article V Revenue Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $62,344.00 to provide civil legal aid services as provided herein; and

WHEREAS, the undersigned representative of the Recipient is authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Term. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. Scope. Recipient agrees to perform in accordance with the terms and conditions as outlined in the Budget and Scope of Work provided in **Exhibit A**, attached hereto and incorporated by reference herein.

Section 4. Program Funding. The County agrees to pay the Recipient in an amount not to exceed **$62,344.00** for authorized program expenses payable in accordance with the approved budget provided in **Exhibit A** and the procedures set forth in **Exhibit B**, attached hereto and incorporated by reference herein. The Recipient's approved budget and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this agreement.

Section 5. The Recipient agrees to maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated.

Section 6. Reporting Requirements. The Recipient agrees to provide the County with a quarterly narrative progress report on the program. Such reports will include basic statistical information relevant to the program and a statement of expenditures. Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. Residual Funds. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. Records Retention. The Recipient shall retain all pertinent records, statistical, financial, audit, and participant files related to the performance of this Agreement for a period of five (5) years from the date of receiving final payment from the County or resolution of any audits.

Section 9. County Audit. Upon providing reasonable notice, the County may inspect all pertinent records, statistical, financial, audit, and participant files related to the Recipient's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

Section 10. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days prior written notice of such termination. In the event of termination by either party as provided herein, the Recipient shall be paid for services provided through the date of termination.

Section 11. Indemnification. Recipient shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Recipient in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Recipient 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 Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Recipient agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 12. Independent Contractor Status. In the performance of this Agreement hereunder, Recipient is an independent contractor. Recipient shall not hold itself out as an employee, agent or servant of the County; and Recipient shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 13. Notices. Any notice 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: Northwest Florida Legal Services, Inc.	To: Escambia County
Attention: W. Douglas White	Attention: County Administrator
701 South J Street	221 Palafox Place, Suite 420
Pensacola, Florida 32502	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

Section 14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

Section 15. Public Records. 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 the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Recipient seven (7) days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract.

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

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

Section 16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Recipient acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

Section 17. Compliance with Laws. Recipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

Section 18. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Recipient without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

Section 19. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/17/18

_____
Deputy Clerk

(SEAL)

NORTHWEST FLORIDA LEGAL SERVICES, INC.

By: _____

Title: _____

Date: _____

Attest:

_____
Corporate Secretary

(SEAL)

EXHIBIT A

RECIPIENT:
NORTHWEST FLORIDA LEGAL SERVICES, INC.

APPROVED BUDGET:
PROGRAMMATIC EXPENSES ASSOCIATED WITH CIVIL LEGAL AID SERVICES
PROGRAM FUNCTIONS $62,344.00

SCOPE OF SERVICES TO BE CARRIED OUT WITH THESE FUNDS:

The Recipient shall provide competent legal representation on civil matters to eligible low income citizens of Escambia County at no cost to the citizen. The range of services should include, but not be limited to, the following:

- Family Law - Domestic/Sexual Violence – Examples of services would include securing protective orders, assisting in divorce and/or child custody issues (as it relates to domestic abuse or sexual abuse) and managing immigration matters.

- Immigration Issues - Examples of services may include self-petitions and waivers for battered spouses.

- Consumer Assistance - Examples of services would include assistance in combating predatory lending practices and unlawful debt collection, bankruptcy filings, and responding to deceptive sales practices, assistance with wage garnishment and repossessions.

- Family Law—Other - Examples would include legal representation to determine paternity, adoptions, name changes and establishing guardianship.

- Housing - Examples would include resolution of lease disputes, evictions, predatory rental practices, issues with public housing, foreclosure assistance, loan modification, short sales, resolution of matters involving title and liens.

- Public Assistance - Examples would include representation in matters involving Medicare, Medicaid, food stamps, unemployment compensation and TANF.

- Elder Law (Assistance with matters for citizens over the age of 60 years old) - Examples would include assistance in creating wills and probate, matters including powers of attorney, health care directives and guardianship.

- Tax Law - Examples would include legal assistance in matters dealing with the Internal Revenue Service (IRS).

- Education - Resolving issues surrounding inappropriate use of discipline in schools, assistance in securing appropriate services dictated under the Individuals with Disabilities Act (IDEA) and Section 504 of the Rehabilitation Act.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14900 **County Administrator's Report 10. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Approval of Miscellaneous Appropriations Agreements
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Eight Miscellaneous Appropriations Agreements for Fiscal Year 2018/2019 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105:

1. African-American Heritage Society, Inc., in the amount of $30,000;
2. Gulf Coast Veterans Advocacy Council, Inc., in the amount of $5,000;
3. Naval Aviation Museum Foundation, Inc., in the amount of $100,000;
4. West Florida Historic Preservation, Inc., for maintenance and conservation of St. Michael's Cemetery, in the amount of $25,000;
5. West Florida Historic Preservation, Inc., for maintenance and conservation of AME Zion Cemetery and Magnolia Cemetery, in the amount of $25,000;
6. West Florida Historic Preservation, Inc., for maintenance and conservation of Mt. Zion Cemetery, in the amount of $20,000;
7. West Florida Historic Preservation, Inc., in the amount of $120,000; and
8. William Banks Enterprise, Inc., in the amount of $150,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

The Historic Agencies supported by the TDT have coordinated and decided that the St. Michael's Cemetery Foundation, Inc., allocations, as approved by the Board at their Budget Committee of the Whole Workshops, be allocated through West Florida Historic Preservation Board, Inc., to act as an umbrella agency to all of St. Michael's Cemetery Foundation, Inc.'s agreements. West Florida Historic will fund the St. Michael's Cemetery projects at St. Michael's Cemetery, AME Zion and Magnolia Cemeteries, and Mt. Zion Cemetery and be reimbursed by the County.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

African-American Heritage Society, Inc.
Gulf Coast Veterans Advocacy Council, Inc.
Naval Aviation Museum Foundation, Inc.
West Florida Historic for St. Michael's Cemetery
West Florida Historic for AME Zion and Magnolia Cemeteries
West Florida Historic for Mt. Zion Cemetery
West Florida Historic Preservation, Inc.
William Banks Enterprise, Inc.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND AFRICAN-AMERICAN HERITAGE SOCIETY, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and African-American Heritage Society, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3022641, with a principal address of 200 East Church Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital force of historical preservation and saves and protects the County's unique historical legacy; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $30,000.00 to conduct a program generally described as *African-American Heritage Society, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the

expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $30,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional

unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

AFRICAN-AMERICAN HERITAGE SOCIETY, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 9/18/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
African-American Heritage Society, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE **AFRICAN-AMERICAN HERITAGE SOCIETY, INC.**.....$30,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

African-American Heritage Society Yearly Programs for FY 2018-2019:

- Heritage Scholars Summer Camp Program
- Humanities Program Series
- Heritage Ambassadors Programs including the Heritage Scholars Program, Heritage Helpers Program, and the Heritage Leaders Program
- Heritage Programming
    - Tea & Genealogy
    - AAHS Readers Ensemble

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
GULF COAST VETERANS ADVOCACY COUNCIL, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Gulf Coast Veterans Advocacy Council, Inc., a not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 80-0366346, with a principal address of 1603 North 58th Avenue, Pensacola, Florida 32506 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the veterans of Escambia County by serving as a voice for all veterans concerning mental and physical healthcare, advocating for changes in the veteran healthcare system, and making recommendations to improve the quality of life for veterans and their families; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30) the sum of $5,000.00 to conduct a program generally described as *Gulf Coast Veterans Advocacy Council, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representative of the Recipient is authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $5,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein. Funds allocated under this Agreement are to be used solely for events held in Escambia County, Florida.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30

to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

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

GULF COAST VETERANS ADVOCACY COUNCIL, INC.

By: _____
Lawrence Herring, CEO/Chairman

Attest:

Date: _____

_____
Secretary

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Gulf Coast Veterans Advocacy Council, Inc.

APPROVED BUDGET

SALARIES, BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE **GULF COAST VETERANS ADVOCACY COUNCIL, INC.** $5,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Funding to be used for advertisement, press releases, supplies and equipment, and manpower for the following events and programs:

Memorial Day Event
Homeless Veterans Stand Down
Veterans Day Parade
Veterans Symposium and Veterans Programs

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
THE NAVAL AVIATION MUSEUM FOUNDATION, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and The Naval Aviation Museum Foundation, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-6178237, with administrative offices at 1750 Radford Boulevard, Suite B, NAS, Pensacola, Florida 32508 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Naval Aviation in Pensacola; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $100,000.00 to conduct a program generally described as *the Naval Aviation Museum and the Naval Flight Academy* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the

expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/2019 (October 1 through September 30), the County agrees to pay the Recipient the sum of $100,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

THE NAVAL AVIATION MUSEUM FOUNDATION, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

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

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
The Naval Aviation Museum Foundation, Inc.

	APPROVED BUDGET
SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **THE NAVAL AVIATION MUSEUM FOUNDATION, INC.**	$100,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The Naval Aviation Museum Foundation, Inc. will use the County funds for expenses associated with the Naval Aviation Museum and the Naval Flight Academy.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
WEST FLORIDA HISTORIC PRESERVATION, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and West Florida Historic Preservation, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 23-7009319, with a principal address of 120 Church Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $25,000.00 to conduct a program generally described *as St. Michael's Cemetery Maintenance and Conservation* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement,

and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any ordinances or statutes appropriating such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may enter into subcontracts or otherwise assign the performance of the program functions under this Agreement. The Recipient shall provide the County with a copy of all fully executed subcontracts.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $25,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional

unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

DATE: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

WEST FLORIDA HISTORIC PRESERVATION, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.

By/Title:

Date: 4/25/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
West Florida Historic Preservation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **WEST FLORIDA HISTORIC PRESERVATION, INC.** $25,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

West Florida Historic Preservation, Inc. will serve as the umbrella agency for any County funding in support of the maintenance and conservation of *St. Michael's Cemetery* located on Alcaniz Street at the intersection of Garden Street in Pensacola Florida. The program functions will include gate operations, fence repairs, masonry structure repairs, maintenance, etc.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND WEST FLORIDA HISTORIC PRESERVATION, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and West Florida Historic Preservation, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 23-7009319, with a principal address of 120 Church Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $25,000.00 to conduct a program generally described as *Maintenance and Conservation of AME Zion Cemetery and Magnolia Cemetery* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this

Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any ordinances or statutes appropriating such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may enter into subcontracts or otherwise assign the performance of the program functions under this Agreement. The Recipient shall provide the County with a copy of all fully executed subcontracts.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $25,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional

unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/25/18

WEST FLORIDA HISTORIC PRESERVATION, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
West Florida Historic Preservation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **WEST FLORIDA HISTORIC PRESERVATION, INC.** $25,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

West Florida Historic Preservation, Inc. will serve as the umbrella agency for any County funding in support of the maintenance and conservation of the *AME Zion Cemetery and the Magnolia Cemetery* located on "A" Street at the intersection of Brainerd Street in Pensacola, Florida. The UWF Historic Trust will provide flow through and oversight of the expenditure of County funds, and the UWF Archaeology Institute will oversee and approve any work conducted on the site using County funding.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND WEST FLORIDA HISTORIC PRESERVATION, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and West Florida Historic Preservation, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 23-7009319, with a principal address of 120 Church Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $20,000.00 to conduct a program generally described as *Mt. Zion Cemetery Maintenance and Conservation* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this

Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any ordinances or statutes appropriating such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may enter into subcontracts or otherwise assign the performance of the program functions under this Agreement. The Recipient shall provide the County with a copy of all fully executed subcontracts.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $20,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional

unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/25/18

WEST FLORIDA HISTORIC PRESERVATION, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
West Florida Historic Preservation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **WEST FLORIDA HISTORIC PRESERVATION, INC.** $20,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

West Florida Historic Preservation, Inc. will serve as the umbrella agency for any County funding in support of the maintenance and conservation of the *Mt. Zion Cemetery* located on Cross Street at the intersection of Guillemard Street in Pensacola, Florida. The UWF Historic Trust will provide flow through and oversight of the expenditure of County funds, and the UWF Archaeology Institute will oversee and approve any work performed on the site using County funding.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
WEST FLORIDA HISTORIC PRESERVATION, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and West Florida Historic Preservation, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 23-7009319, with a principal address of 120 Church Street, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the total sum of $120,000.00 to conduct programs generally described as *West Florida Historic Preservation, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended,

governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any ordinances or statutes appropriating such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $120,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional

unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/25/18

WEST FLORIDA HISTORIC PRESERVATION, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
West Florida Historic Preservation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE **WEST FLORIDA HISTORIC PRESERVATION, INC.** $120,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds assist in supporting the ongoing services provided by West Florida Historic Preservation, Inc., including historic preservation, changing exhibits, operating Historic Pensacola Village, preserving historic black cemeteries, consulting with County staff and residents on preservation activities as well as research planning and grants.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND WILLIAM BANKS ENTERPRISE, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and William Banks Enterprise, Inc., a Florida for-profit corporation, FEI/EIN 83-1965844, whose principal address is 1372 Buttonwillow Trail, Pensacola, FL 32506 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient promotes and advertises Escambia County as a vacation destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $150,000.00 to conduct the program generally described as *2019 Gulf Coast Summer Fest Jazz Edition* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any ordinances or statutes appropriating such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $150,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation

to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/25/18

WILLIAM BANKS ENTERPRISE, INC.

By: _____
William E. Banks, President

ATTEST:

_____
Corporate Secretary

Date: _____

[SEAL]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, the undersigned notary, this __ day of _____, 2018, by William E. Banks as President of William Banks Enterprise, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me OR has produced _____ as identification and did take an oath.

My Commission Expires: _____

Notary Public: _____
(Signature)

Name: _____
(Printed)

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
William Banks Enterprise, Inc.

APPROVED BUDGET

PROGRAMMATIC EXPENSES ASSOCIATED
WITH THE PROGRAM FUNCTIONS OF
2019 GULF COAST SUMMER FEST JAZZ EDITION.....$150,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

2019 Gulf Coast Summer Fest Jazz Edition – a two-day outdoor jazz festival, which will be held from August 31 – September 1, 2019, at the Pensacola Community Maritime Park.

Event expenditures will include the following:

Lights;
Sound/Backline Equipment;
Stage LED Screens;
Bands/Artists;
Venue rental;
Police/Security Personnel;
Insurance;
Barricades;
EMT Personnel;
Fencing for venue;
Cleanup/Trash Removal; and
Event advertising (including television, radio, print, and social media).

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14901 **County Administrator's Report 10. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Approval of Miscellaneous Appropriations Agreements
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Three Miscellaneous Appropriations Agreements for Fiscal Year 2018/2019 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the Local Option Sales Tax Fund (353), Cost Center 110277:

1. Gulf Coast Minority Chamber of Commerce, Inc., in the amount of $60,000;
2. Junior Achievement of Northwest Florida, Inc., in the amount of $20,000; and
3. Escambia County School Readiness Coalition, Inc., D/B/A Early Learning Coalition of Escambia County, in the amount of $238,875;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:
The County Attorney has reviewed and approved the Agreements.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Gulf Coast Minority Chamber of Commerce
Junior Achievement of Northwest Florida
Escambia County School Readiness Coalition

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
GULF COAST MINORITY CHAMBER OF COMMERCE, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Gulf Coast Minority Chamber of Commerce, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 83-1973128, with a principal address of 321 North Devilliers Street, Suite 104, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by providing business and industry recruitment services to the County resulting in the economic betterment of the County's residents; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Local Option Sales Tax IV Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $60,000.00 to conduct the program generally described as *Gulf Coast Minority Chamber of Commerce, Inc.* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $60,000.00 to be matched by revenue sources from other than local government revenues for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal

year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

GULF COAST MINORITY CHAMBER OF COMMERCE, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/24/18

EXHIBIT A

2018-2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Gulf Coast Minority Chamber of Commerce, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE **GULF COAST MINORITY CHAMBER OF COMMERCE, INC.** $60,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Vision
The vision of the Gulf Coast Minority Chamber of Commerce is to be the beacon for African-American businesses and other small and minority business enterprises for economic development, business development, and wealth creation and distribution along the Gulf Coast.

Mission
To serve as an advocate and the conscience of the African-American & Minority Business community, promoting and assisting in procurement opportunities, business development and strategy, increasing operating capacity and other economic assets, while striving to ensure economic fairness for all.

Goals

- Increase Membership
- Transparency
- Promote Private & Public Diversity in the City of Pensacola, and Escambia County Florida through collaborative partnership/network
- Mentoring our youth
- Business and Strategic Development
- Promote Tourism to Greater Pensacola/Escambia County FL/Northwest Florida

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND JUNIOR ACHIEVEMENT OF NORTHWEST FLORIDA, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Junior Achievement of Northwest Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 59-0839555, with a principal address of 6677 North Davis Highway, Suite B, Pensacola, Florida 32504 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by training volunteers from the business community to teach the JA evidence-based curriculum in local K-12 classrooms to promote financial literacy and workforce preparedness; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Local Option Sales Tax IV Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $20,000.00 to conduct a program generally described as the *Junior Achievement Program - Escambia County, Florida* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or

Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $20,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

JUNIOR ACHIEVEMENT OF NORTHWEST FLORIDA, INC.

By: _____
Joe Passeretti, Chairman

Date: _____

Attest:

_____
Corporate Secretary

(SEAL)

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

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS AGREEMENT

NAME OF ORGANIZATION:
Junior Achievement of Northwest Florida, Inc.

	APPROVED BUDGET
SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **JUNIOR ACHIEVEMENT OF NORTHWEST FLORIDA, INC.**	$20,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

For nationally accredited educational materials and mentorship training to be given to the local business community members to enter K through 12th grade classrooms to teach children critical personal finance, entrepreneurship, economics, and workforce preparedness skills not covered by the school district.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC. D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Escambia County, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3683227 with a principal address of 3300 North Pace Boulevard, Suite 210, Pensacola, Florida 32505 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient provides children of Escambia County and their parents with vital assistance for youth who may not otherwise have the opportunity to reach their potential; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Local Option Sales Tax IV Fund for the County's current Fiscal Year 2018/19 (October 1 through September 30), the sum of $238,875.00 to conduct the program generally described as *Escambia County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Escambia County* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within

the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2018, and expire on the 30th day of September 2019, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2018/19 (October 1 through September 30), the County agrees to pay the Recipient the sum of $238,875.00 for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2019, provided that the County's rights and the Recipient's duties hereunder will

continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC. D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/13/18

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Escambia County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Escambia County

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE **ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC. D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY** $238,875.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The funds provided by Escambia County will provide the local match required to obtain funding from State and Federal sources to enable the Early Learning Coalition of Escambia County to provide childcare assistance to working poor families residing in Escambia County. The combination of the Escambia County local match contribution and the State/Federal funds allows us to provide subsidies to working poor families (at or below 150% of the Federal Poverty level) to obtain school readiness (child care) services.

In order to draw down these State/Federal funds, the local Coalition is required to raise a local match equal to 6% of the total cost of care for our working poor (low-income working) families. In the case of this request, the $238,875 provided by Escambia County will enable us to obtain $3,742,375 in State/Federal funding, giving us $3,981,250 to provide childcare assistance to working poor families. At an average monthly cost per child of $390/child/month, this $3,981,250 will provide childcare for 850 children per month for the twelve (12) month funding period.

The funds provided by Escambia County (as well as the State/Federal funds) are used for payments directly to childcare/early learning providers delivering services to working poor families under this program. Unlike the State/Federal funds, however, none of the Escambia County funds are used for Coalition administrative expenses. 100% of the Escambia County funds go directly to delivery of this much-needed program.

Families who qualify for assistance will receive services in formal and informal programs, based on parental choice. The Coalition performs client eligibility determinations for applicants who apply for services. The Coalition then authorizes placement of children of eligible families into appropriate school readiness settings and provides consumer education and referral services. Children receiving these early learning program services will also receive the benefits of health, behavioral, and developmental screenings (and referrals based on the results thereof), early childhood developmental appropriate activities, and other family management services.

The Coalition reviews and processes all required invoices for payments to school readiness providers once the provider has submitted all needed documentation. The Coalition also monitors childcare provider locations and provides technical assistance to school readiness providers to help them develop effective programs.

Specific tasks provided for through this funding include:

- Placement of more than 435 children per month, 5200 per year, in early learning and child care facilities.
- Developmental assessments of children placed in care through this funding, identification of developmental delays and provision of appropriate referrals for help with these delays.
- Development of a child care needs assessment for every parent with a child placed in care through county funds.
- Education of parents of each child placed in early learning and child care programs through county funding about the importance of selecting quality early learning programs, and the quality indicators they can use to select the best arrangement for their child.
- Provision of referrals for early learning and child care programs for each parent receiving assistance.
- Assistance to parents in meeting unmet needs through Early Learning Coalition of Escambia County programs, First Call for Help, and referrals to other community resources.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14902 **County Administrator's Report 10. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Approval of Interlocal Agreement between Escambia County and the City of Pensacola
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola for Fiscal Year 2018/2019 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action regarding the Interlocal Agreement between Escambia County, Florida, and the City of Pensacola:

A. Approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola Relating to the Fiscal Year 2018/2019 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), in the amount of $550,000, to be paid from the Local Option Sales Tax Fund (353), Cost Center 110277, for a one-year period from October 1, 2018, through September 30, 2019;

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

C. Authorize approval of the necessary Purchase Order.

BACKGROUND:

Chapter 89-481, Laws of Florida, requires that the fiscal contribution of the City and County be established yearly by Interlocal Agreement. The City and County agree that the County shall contribute $550,000 and the City shall contribute $150,000 to the PEDC for Fiscal Year 2018/2019.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:
The County Attorney has reviewed and approved the Interlocal Agreement.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board approval of this Interlocal Agreement is necessary.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

PEDC Interlocal Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA RELATING TO FY 2018-2019 FUNDING OF THE PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City"), with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City 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 Agreement.

1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the PEDC for FY 2018-2019.

Article 2
Responsibilities of Parties

2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2018-2019 that the County shall contribute to the PEDC the amount of Five Hundred and Fifty Thousand Dollars ($550,000.00) and the City shall contribute to the PEDC the amount of One Hundred and Fifty Thousand Dollars ($150,000.00). Each shall reflect such contributions in their respective budgets.

2.2 This Agreement shall bind the parties beginning October 1, 2018, with respect to their PEDC FY 2018-2019 budgetary contributions. However, contributions for the FY 2018-2019 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.

2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.

2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provisions

3.1 **Termination:** This Agreement may be terminated by either party for cause or convenience upon providing thirty (30) days written notice to the non-terminating party.

3.2 **Liability**: The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

3.3 **Records:** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In

the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.4 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.5 All Prior Agreements Superseded:

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

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

3.6 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.7 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.8 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.9 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 City 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 City 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.

3.10 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.11 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.12 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.

3.13 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

COUNTY
Jack R. Brown
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

CITY
Keith Wilkins
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

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

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/25/18

_____
Deputy Clerk

CITY:
The City of Pensacola, a Florida Municipal Corporation

ATTEST: Ericka Burnett
Clerk of the City
of Pensacola

By: _____
Ashton J. Hayward, III, Mayor

Date: _____

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14903 **County Administrator's Report 10. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Approval of Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Miscellaneous Appropriations Agreement for Fiscal Year 2018/2019 between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc., in the total amount of $6,815,839. The amount of $5,309,693 will be paid from the 3rd Cent Tourist Development Tax Fund (108), Cost Center 360101, and the amount of $1,506,146 will be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105; and

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

[Funding: Fund 108, 3rd Cent Tourist Development Tax Fund, Cost Center 36101 - $5,309,693; Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105 - $1,506,146, for a total of $6,815,839]

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Visit Pensacola

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND VISIT PENSACOLA, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Visit Pensacola, Inc., FEI/EIN 46-3684826, with a principal address of 1401 East Gregory Street, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, pursuant to §125.0104, Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to perform those acts, including the expenditure of Local Option Tourist Development Act tax funds for the purposes specified therein; and

WHEREAS, Visit Pensacola, Inc. promotes Escambia County as a vacation and business destination to national and international visitors, which significantly increases tourist-related business activities in Escambia County and enhances the County's economic well-being; and

WHEREAS, Visit Pensacola, Inc. was created as a §501(c)(6) not-for-profit corporation, with the express purpose to allow the community to speak with "one unified voice" on tourist-related matters; and

WHEREAS, Visit Pensacola, Inc. operates in accordance with the requirements of the Government in the Sunshine Law and will continue to do so; and

WHEREAS, Visit Pensacola, Inc.'s activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, Visit Pensacola, Inc. has agreed to perform certain terms and conditions relating to the grant of County public funds; and

WHEREAS, the Board of County Commissioners has concluded that said expenditure of County tax funds serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the months of October through September of the County's current Fiscal Year 2018/19 (October 1 through September 30) "Third-Cent" Tourist Development Tax funds in the sum of $5,309,693.00 and "Fourth-Cent" Tourist Development Tax funds in the sum of $1,506,146.00 to conduct a program generally described as *Tourism Promotion Activities* as more particularly described in **Exhibit A,** attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of Visit Pensacola, Inc. are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. Visit Pensacola, Inc. agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within forty-five (45) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any ordinance or statute appropriating such funds, or the provisions of §129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with, federal, state, and local laws and regulations governing this Agreement;

4. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State or the chief executive of the County, which are considered a cost of general state or local government;

5. "Legislative Expenses"- The salaries and other expenses of the Florida Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

6. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; and

F) To consent to:

1. Provide such audits of the financial affairs of Visit Pensacola, Inc., by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Produce all documents required by the Internal Auditors; and

3. Furnish to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for the fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed

and in good standing in the State of Florida. This report will be due within one hundred and fifty (150) days of the close of Visit Pensacola, Inc.'s fiscal year; and

G) To operate the program more particularly described in **Exhibit A** to this Agreement.

Section 2. Visit Pensacola, Inc. may enter into subcontracts under of this Agreement. Visit Pensacola, Inc. shall provide the County with a copy of all fully executed subcontracts.

Section 3. This Agreement shall be effective on the 1st day of October, 2018, and will terminate on the 30th day of September, 2019, unless earlier terminated by either party upon providing thirty (30) days prior written notice of such termination to the other party.

Section 4. The County agrees to pay Visit Pensacola, Inc. a total sum of $6,815,839.00 for the program of activity described herein. The initial sum of $2,000,000.00, shall be paid following the execution of this Agreement. Thereafter, the remainder will be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased with County funds allocated in accordance with this Agreement in connection with aforementioned program, which has a unit cost of $1,000 or more, will be placed on an inventory record by Visit Pensacola, Inc. and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. Travel expenses incurred by Visit Pensacola, Inc. while performing program functions outside of Escambia County will be reimbursed at the rates set forth in the *Escambia County Travel Expense Policy.* All travel must be authorized and approved in accordance with Visit Pensacola, Inc.'s Travel Policy. Visit Pensacola, Inc. agrees to provide to County such receipts and records as it may reasonably require with regard to such expenses. Visit Pensacola, Inc. further agrees all reimbursable travel expense requests shall comply with and be used in accordance with Chapter 112, Florida Statutes.

Section 7. Visit Pensacola, Inc. agrees to provide the County with an annual *narrative progress report* on the program described in **Exhibit A.** Such report will be due within thirty (30) days of the close of Fiscal Year 2018-2019 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in **Exhibit A.**

Section 8. On a quarterly basis, Visit Pensacola, Inc. shall provide the County with a *metrics report* to include statistical information necessary to evaluate the success of the program described in **Exhibit A.**

Section 9. Visit Pensacola, Inc.'s approved budget, program functions, and allocation of funds set forth in **Exhibit A** may only be altered, amended, or modified by written amendment to this Agreement duly executed by both parties. Nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 10. Visit Pensacola, Inc. agrees that any funds provided by the County for the operation of the program through September 30, 2019, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in

the form of a negotiable instrument not later than ninety (90) days after the close of this period unless Visit Pensacola, Inc. continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such encumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 11. This Agreement will apply to all funds appropriated during October through September of the fiscal year ending September 30, 2019, provided that the County's rights and Visit Pensacola, Inc.'s duties hereunder will continue for a period of five (5) years from the date of execution hereof.

Section 12. General Provisions:

Modification and Amendment. No modification or amendment of this Agreement shall be valid and binding on the parties unless made in writing and signed by or on behalf of the County and Visit Pensacola, Inc.

Entire Agreement. This Agreement supersedes all prior agreements and discussions between the parties with respect to the subject matter of this Agreement, and this Agreement together with all exhibits and any other documents delivered in connection with this Agreement, comprise the sole and entire agreement between the parties with respect to the subject matter of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for resolution of any dispute between the parties is to be Escambia County, Florida, and the parties hereby consent to the personal jurisdiction of said courts.

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.

Interpretation. Whenever the context so requires, the singular shall include the plural and plural shall include the singular, and the gender of any pronoun shall include other genders.

Severability. Wherever possible, each provision of this Agreement, shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalidated under applicable law, such provision shall be ineffective to the extent of such provision only, and the remaining provisions of this Agreement shall remain fully effective as if the prohibited or invalid provision had never been contained within the Agreement.

Survival. All provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Notices. All notices, authorizations, and requests given or made in connection with this Agreement must be sent in writing and delivered by certified mail of the US Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notices shall be made to each party at the following addresses:

Escambia County	Visit Pensacola, Inc.
221 Palafox Place, Suite 420	1401 East Gregory Street
Pensacola, FL 32502	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.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/25/18

VISIT PENSACOLA, INC.

By: _____

Title: _____

Attest:

Date: _____

_____
Secretary

EXHIBIT A

2018/2019 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Visit Pensacola, Inc.

	APPROVED BUDGET
EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **VISIT PENSACOLA, INC.**	$6,815,839.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The allocation of funds described below represents the parties' best estimate of the anticipated expenditures. The allocation of funding may be modified by written amendment to this Agreement duly executed by both parties.

Direct programming: Expenses of $5,121,293.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are direct programming expenses of Arts, Culture and Entertainment, Inc. (ACE) and Pensacola Sports Association, Inc. (PSA) for marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of $457,786.00 related to the operations of Visit Pensacola and the Pensacola Sports Association (PSA).

Personnel: Expenses of $1,236,760.00 related to salaries and benefits for employees of Visit Pensacola and Pensacola Sports Association (PSA).

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will require the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Agreement signed by your firm and an authorized County representative. It is the responsibility of Visit Pensacola, Inc. to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- The initial sum of $2,000,000.00 shall be paid following the execution of this Agreement. No additional funding will be advanced. The remainder will be paid on a cost reimbursement basis as set forth above after providing adequate supporting documentation showing proof of payments for eligible expenditures. Subsequent fiscal year funding will not be released until adequate supporting documentation is provided for the initial sum.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. (CST) will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to the vendor's remittance address indicated on the invoice. **Checks are not released directly to vendors.**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14904 **County Administrator's Report 10. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Agreement with Gulf Coast Kid's House, Inc. for Child Protection Team Services
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement with Gulf Coast Kid's House, Inc., for Child Protection Team Services - Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning an Agreement to provide required medical examinations of allegedly abused, abandoned, or neglected children:

A. Approve the Agreement between Escambia County, Florida, and Gulf Coast Kid's House, Inc., for Child Protection Team Services, a Florida Department of Health designated Child Protection Team Provider, in the amount of $150,000, effective upon the date last executed by the parties and expiring on September 30, 2019, to fund medical examinations of allegedly abused, abandoned, or neglected children, at a rate of $300 per examination, pursuant to Florida Statute 39.304(5);

B. Authorize the Chairman to sign the Agreement; and

C. Approve the preparation of any necessary vouchers and Budget Amendments for the remainder of Fiscal Year 2018/2019, in the event the cost of medical examinations exceeds the previously-appropriated sum.

[Funding: Fund 001, General Fund, Cost Center 110201, Account 58234]

BACKGROUND:

Pursuant to Chapter 39, Florida Statutes, the Department of Health, in conjunction with other state agencies, coordinates the services of Child Protection Teams in each service district throughout the state. The Department designated Gulf Coast Kid's House, Inc., as the Child Protection Team (CPT) provider serving Escambia County, effective February 17, 2017. As a designated CPT provider, Gulf Coast Kid's House, Inc., is required to perform medical examinations of allegedly abused, abandoned, or neglected children; and pursuant to FS 39.304(5), the county in which the subject child is a resident bears the cost of such medical examinations.

BUDGETARY IMPACT:

Funds are available in the General Fund (001) for the Fiscal Year 2018-2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and signed-off on the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Gulf Coast Kid's House

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND GULF COAST KID'S HOUSE, INC. FOR CHILD PROTECTION TEAM SERVICES

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter, the "County"), with an administrative address of 221 Palafox Place, Pensacola, FL 32502, and Gulf Coast Kid's House, Inc., a Florida not-for-profit corporation, FEI/EIN Number 59-3520130, with a principal address of 3401 North 12th Avenue, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, pursuant to §39.303, Florida Statutes, the Children's Medical Services Program of the Department of Health is tasked with designating Child Protection Teams in each service district of the Department of Children and Families to conduct medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law; and

WHEREAS, the Children's Medical Services Program of the Department of Health designated Gulf Coast Kid's House, Inc. (hereinafter, the "Provider") as the Child Protection Team provider serving Escambia County; and

WHEREAS, pursuant to §39.304(5), Florida Statutes, the County in which a child is a resident shall bear the initial costs of medical examinations of allegedly abused, abandoned, or neglected children that are conducted by the designated Child Protection Team, and the parents or legal custodian of the child are required to reimburse the County for the costs of such examination; and

WHEREAS, the County and Provider desire to enter into an agreement to memorialize the method and manner by which the County shall bear the initial costs of medical examinations as provided in §39.304(5), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the Provider agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Responsibilities of the parties.

2.1 Program Funding. For Fiscal Year 2018-2019 (October 1, 2018 through September 30, 2019), the County has appropriated a sum of $150,000.00 to fund medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law at a rate of $300.00 per examination. The total sum that the County shall contribute will be determined by the number of documented medical examinations performed by the Provider for eligible children during the term of the Agreement. Provider shall provide to County a fully completed W-9 form and a fully executed original Agreement. Upon written notification to Provider, the County may suspend payments to Provider if the Provider defaults in its obligations under this Agreement. The notice shall specify the manner in which the Provider has failed to comply and a timeframe in which the Provider must achieve compliance or the Agreement shall be subject to termination pursuant to Section 3. In the event the cost of medical examinations exceeds the previously appropriated sum, the County may require a written amendment to this Agreement in accordance

with section 14(b) to memorialize that the County has allocated additional funds to pay for the medical examinations. However, nothing set forth in this Paragraph or this Agreement shall limit or be construed to limit the County's obligation to fund medical examinations as required by and pursuant to §39.304(5), Florida Statutes.

2.2 Invoices. Provider shall send an Invoice to the County on the tenth day of each month documenting all exams that were performed during the prior month. Payments under this agreement shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

2.3 Reporting Requirements. Provider shall provide a monthly report in a form acceptable to the County documenting the non-confidential details of each examination which is set forth on the monthly invoice, including, but not limited to, the total number of exams performed, case numbers, case coordinators, dates of exams, examining physicians, and patient age/sex/race.

2.4 Audit. Upon providing reasonable notice to Provider, the County may, as allowed by law, inspect all pertinent records, statistical, financial, audit, and participant files related to the Provider's 's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

2.5 Effective Date. This Agreement shall become effective upon the date last executed by the parties and expire on September 30, 2019, unless earlier terminated as provided herein. The term of this Agreement may be renewed or extended only by written amendment to the Agreement duly executed by the parties hereto.

Section 3. Termination. This Agreement may be terminated by either party for convenience upon providing a minimum of sixty (60) days written notice to the other party. This Agreement may be terminated by County for cause upon providing seven (7) days written notice if the Provider defaults in its obligations under this Agreement. Upon expiration or termination for any reason, the Provider shall provide a final report with supporting documentation through the date of expiration or termination. The Provider's final request for payment must be submitted within thirty (30) calendar days after the expiration or termination of the Agreement. Notwithstanding the foregoing, nothing in this Section or this Agreement shall be construed to terminate the County's obligations under §39.304(5), Florida Statutes.

Section 4. Insurance. The Provider is required to maintain professional liability insurance with limits of $1,000,000.00 per occurrence and $2,000,000.00 aggregate per policy year against any claims arising from any act or omission by the Provider. Certificates of Insurance shall be provided to Risk Management, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Section 5. Independent Contractor Status. In the performance of this Agreement hereunder, Provider is an independent contractor. Provider shall not hold itself out as an employee, agent or servant of the County; and Provider shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 6. Public Records.

6.1 The Provider acknowledges that this Agreement and any portion of the related non-confidential 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. Provider shall maintain any such public records and, upon request, provide a copy of the requested records *or* allow the records to be inspected within a reasonable time. Provider 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, Provider 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 Provider 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 Provider seven days written notice, during which period the Provider still fails to allow access to such documents, terminate the contract. In such case, the Provider shall not be entitled to receive any further payment.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'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

6.2 The Parties acknowledge that pursuant to §39.202 (6), Florida Statutes, all records and reports of the Child Protection Team (CPT) are confidential and exempt from the provisions of §119.07(1), Florida Statutes, the Florida Public Records Law, and §456.057, Florida Statutes, regarding ownership and control of patient records. CPT records shall not be disclosed, except, upon request, to the state attorney, law enforcement, the Department of Health, and other necessary professionals, in furtherance of the treatment or additional evaluative needs of the child, by order of the court, or to health plan payers, limited to that information used for insurance reimbursement purposes. Generally, the confidential and exempt status of CPT records attaches to the documents; that is, it retains its confidential and exempt status when it is properly released to an authorized agency or person, who in turn generally has a legal obligation to maintain the confidential and exempt nature of the documents. Pursuant to §39.205 (3), Florida Statutes, *a* person who knowingly and willfully makes public or discloses any confidential information contained in the central abuse hotline or in the records of any child abuse, abandonment, or neglect case, except as provided in this chapter, commits a misdemeanor of the second degree, punishable as provided in §775.082, Florida Statutes, or §775.083, Florida Statutes.

Section 7. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the

prior written consent of the other party.

Section 8. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 9. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 10. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 11. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 12. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 13. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Section 14. Prior Agreements Superseded.

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

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

Section 15. Governing Law. The Agreement shall be interpreted under and its performance

governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 16. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 17. Liability. The County, its respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the Provider. While serving in its capacity as the Child Protection Team provider for Escambia County, the Provider agrees to be fully responsible for its individual negligent acts or omissions or tortious acts arising out of the performance of this Agreement which may result in claims or suits against the County and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

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: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

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

PROVIDER:
Gulf Coast Kid's House, Inc.

By: _____
Stacey Kostevicki, Executive Director

ATTEST:

_____
Corporate Secretary

Date: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14907 **County Administrator's Report 10. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for Contracts Managed by Management and Budget Services - Stephan Hall, Budget Manager, Management and Budget Services

That the Board, for Fiscal Year 2018/2019, approve the issuance of individual Purchase Orders, for Contracts managed by Management and Budget Services, based upon previously-awarded annual requirements, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Warren Averett, LLC Vendor Number: 230810 Audit Services Fund: 001/115 (General & Article V Funds) Cost Centers: 140201/140701 Account: 53101 Amount: $224,323	$224,323	Board Approved: 7/10/2014 PD 13-14.054
B.	SMG Vendor Number: 190107 Bay Center Management Fee and Food and Beverage Commission Fund: 409 (Bay Center Fund) Cost Center: 360401 Account: 53401 Amount: $283,577	$283,577	Board Approved: Agreement 2/16/2012 Amendment 5/21/2015

C.	Florida Department of Health d/b/a Escambia County Health Department Vendor Number: 051513 Health Services Fund: 001 (General Fund) Cost Center: 360301 Account: 58101 Amount: $337,649	$337,649	Provision of Section 154.01(3), Florida Statutes Resolution and Contract to be Board approved

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2018 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

These allocations are included in the Fiscal Year 2018/2019 Budget.

The Warren Averett Purchase Order is for the County's annual audit contract. This Contract was awarded by the Board on July 14, 2014, following an RFP in compliance with Florida Statutes 218.391.

The SMG purchase order is for the SMG basic management fee and food and beverage commissions as contained in the Contract approved by the Board on February 16, 2012, and amended on May 21, 2015.

The Florida Department of Health purchase order is to fund the County's contribution to the Health Department pursuant to the provisions of Section 154.01(3), Florida Statutes. The Florida Department of Health in Escambia County will submit for Board approval a Resolution authorizing the Contract with the State of Florida Department of Health for Operations of the Escambia County Health Department.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14947 **County Administrator's Report 10. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Supplemental Budget Amendment #002 - Hazardous Materials Team Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #002 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #002, Other Grants and Projects Fund (110), in the amount of $51,390, to recognize proceeds from the State of Florida Division of Emergency Management Federally Funded Subaward and Grant agreement Contract Number EMW-2017-55-00061, and to appropriate these funds for training and sustainment of Escambia County's Hazardous Materials Response Team.

BACKGROUND:

On June 21, 2018, the Board approved State of Florida Division of Emergency Management Federally Funded Subaward and Grant agreement Contract Number EMW-2017-55-00061 in the amount of $51,390. Funds will be used for training and sustainment of Escambia County's Hazardous Materials Response Team for the period ending August 31, 2019.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by $51,390.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #002

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 Subgrant Agreement by the State of Florida, Division of Emergency Management for training and sustainment of the Hazardous Materials Team, 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, 2019:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Hazardous Materials Team	110	new	$51,390
Total			$51,390

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Training & Registrations	110/330324 (new)	55501	$13,290
Repair & Maintenance	110/330324 (new)	54601	$38,100
Total			$51,390

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Jeff Bergosh, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.09.24 07:52:51 -05'00'

OMB Approved

Supplemental Budget Amendment
#002

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14894 **County Administrator's Report 10. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Contract Award for Barrancas Avenue Beautification Project
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Award for the Barrancas Avenue Beautification Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement between Escambia County, Florida, and Wallace Sprinkler & Supply, Inc., per the terms and conditions of PD 17-18.088, Barrancas Avenue Beautification Project, in the amount of $194,388.73.

[Funding: Fund 151, Brownsville CRA, Cost Center 370116, Object Code 56301]

BACKGROUND:

The legal advertisement for the "Invitation to Bid" was advertised in the Pensacola News Journal on August 13, 2018. Fifty-two contractors were notified. The Solicitation requested bids from vendors to provide materials and services to install landscaping, irrigation, and a welcome sign within the medians on CR292 Barrancas Avenue, between Palao Place and the FDOT Bridge. A Non-Mandatory Pre-Solicitation Conference was held on August 28, 2018. Two vendors were representated at that meeting. Bids were received from two vendors on August 13, 2018. Wallace Sprinker & Supply, Inc. was deemed the lowest and most responsive and responsible bidder for the project.

BUDGETARY IMPACT:

Fund 151, Brownsville CRA, Cost Center 370116, Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and associated Purchase Orders.

Attachments

PD17-18.088 Contract

PD17-18.088 Bid tabulation verification

PD 17-18.088 Intent to Award Checklist

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

WALLACE SPRINKLER & SUPPLY, INC

PD 17-18.088
Barrancas Avenue Beautification Project

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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[Description/Sheet No./Date]

Exhibit I/Technical Specifications **[Description/Date]**

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Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND WALLACE SPRINKLER & SUPPLY, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with WALLACE SPRINKLER & SUPPLY, INC, a FLORIDA corporation for profit, to perform all work ("Work") in connection with PD 17-18.088 Barrancas Avenue Beautification Project 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:

One Hundred Ninety Four Thousand, three hundred eighty eight dollars and seventy three cents ($194,388.73)

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 holder's 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, **$**1000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of

any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County Board of County Commissioners
Engineering Department
3363 W. Park Place
Pensacola, FL 32505
Attention: Nick Chauvin

B. All correspondence with the Contractor will be addressed to the following:

Vic Wallace, President
3607 Andrew Avenue
Pensacola, FL 32505

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 Wallace Sprinkler & Supply, Inc. signing by and through its President, duly authorized to execute same.

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

Witness: _____

By: _____

County Administrator

Witness: _____

Date: _____

CONTRACTOR:
_____, a _____ Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

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 format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

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

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

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
Witnesses _____
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid

certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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.

Barrancas Avenue Beautification
BID VERIFICATION

Bid Item No.	Item	Unit	Quantity	Wallace Spinkler & Supply, Inc. Unit Price	Wallace Spinkler & Supply, Inc. Extension	Bay Landscape & Palm Service, LLC Unit Price	Bay Landscape & Palm Service, LLC Extension
1	Mobilization	LS	1	$ 6,161.81	$ 6,161.81	$ 30,000.00	$ 30,000.00
2	Maintenance of Traffic *(Includes Plan, Notification, Implementation, and PCMS's - 7 days prior to start of construction and 7 days prior to each lane closure)*	LS	1	$ 3,500.00	$ 3,500.00	$ 10,000.00	$ 10,000.00
3	Nighttime Operations (See Note 10 on Sheet G-003)	LS	1	$ 1,000.00	$ 1,000.00	$ 15,000.00	$ 15,000.00
4	Erosion Control *(Includes SWPPP Plan, Implementation, maintenance, replacement, etc.)*	LS	1	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00
5	Clearing and Grubbing *(Includes all above grade and below grade improvements as indicated and as necessary to facilitate new construction, and other work as indicated)*	LS	1	$ 16,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00
6	Irrigation *(Includes all necessary connections and fittings)*	LS	1	$ 44,650.00	$ 44,650.00	$ 22,000.00	$ 22,000.00
7	Welcome Sign *(Includes construction and installation)*	LS	1	$ 6,500.00	$ 6,500.00	$ 5,000.00	$ 5,000.00
8	Directional Bores	EA	5	$ 3,800.00	$ 19,000.00	$ 15,000.00	$ 75,000.00
9	Backflow Preventer w/ Concrete Enclosure *(Includes all necessary connections and fittings)*	EA	3	$ 1,000.00	$ 3,000.00	$ 5,000.00	$ 15,000.00
10	Install Water Meters provided by Peoples Water *(Includes all necessary connections and fittings)*	EA	3	$ 3,100.00	$ 9,300.00	$ 3,000.00	$ 9,000.00
11	Mushroom Compost	CY	103	$ 70.00	$ 7,210.00	$ 50.00	$ 5,150.00
12	Chaste Tree	EA	1	$ 700.00	$ 700.00	$ 375.00	$ 375.00
13	Blue Sedge	EA	249	$ 10.00	$ 2,490.00	$ 10.00	$ 2,490.00
14	Perennial Peanut	SF	8,410	$ 2.26	$ 19,006.60	$ 3.25	$ 27,332.50
15	Blue Chip Budleia	EA	1,776	$ 12.00	$ 21,312.00	$ 20.00	$ 35,520.00
16	Coontie	EA	229	$ 14.00	$ 3,206.00	$ 10.00	$ 2,290.00
17	Live Oak	EA	2	$ 800.00	$ 1,600.00	$ 2,450.00	$ 4,900.00
18	Tiger Eye Daisy	EA	288	$ 10.00	$ 2,880.00	$ 8.00	$ 2,304.00
19	Society Garlic	EA	35	$ 10.00	$ 350.00	$ 8.00	$ 280.00
20	Rose	EA	96	$ 26.00	$ 2,496.00	$ 20.00	$ 1,920.00
21	Blue Rug Juniper	EA	427	$ 18.00	$ 7,686.00	$ 12.50	$ 5,337.50
22	Dwarf Fountain Grass	EA	452	$ 10.00	$ 4,520.00	$ 10.00	$ 4,520.00
23	Pine Straw Mulch	SF	23,112	$ 0.36	$ 8,320.32	$ 0.15	$ 3,466.80
			BID TOTAL		$ 194,388.73		$ 301,885.80
			CONTRACTORS BID AS SUBMITTED		$ 194,388.73		$ 301,885.80
			DIFFERENCE		$ -		$ -
				Low Bidder			

BIDS VERIFIED ON **September 13, 2018** BY**:**

Nicolas Chauvin
Engineering Project Coordinator
Escambia County Public Works Department - Engineering Division

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: CR 292 Barrancas Avenue Beautification Project

Bid Number: PD 17.18.088

Opening Date/Time: September 11, 2018 2:00 P.M. CDT

Purchasing Agent: Ramona Williams

Client Department: Engineering Dept. Director/Designee: Nick Chauvin

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: 151 Fund Title: Barrancas CRA

Cost Center #: 370116 Cost Center Title: CRA Barrancas

Object Code #: 56301 Object Code Title: Improvements Other Than Buildings

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No
Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Recommend that Wallace Sprinkler & Supply, Inc. be awarded PD 17-18.088. for $194,388.73

Unit Price Extensions Checked by: Ramona Williams & Nick Chauvin

(Signature) _____ (Date) 9-13-2018

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Clara Long 9-13-18

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)

Clara Long
CRA Div Mgr
850.595.3596
Cflong@mycescambia.com

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14895 **County Administrator's Report 10. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Purchase of One 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for One 2019 CUES Pipeline Inspection System Mounted on a 2019 Ford F-550 Chassis - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis:

A. Rescind the Board's action of September 6, 2018, regarding the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis (County Administrator's Report Item II-20). (The original Board action included a scrivener's error as to which firm was awarded the HGACBuy contract. Adams Equipment Co., Inc., provided a written quote, but the contract was awarded to CUES, Inc. Adams Equipment Co., Inc., is a subcontractor to CUES, Inc.);

B. Authorize the County to utilize the H-GAC Contract #SC01-18, in accordance with Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

C. Authorize the issuance of a Purchase Order Contract for the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis for the Engineering/Development Services Department of Escambia County, Florida, to CUES Inc., in the amount of $284,675, according to the specifications outlined in Specification Number VE 17-18.028.

In an effort to encourage competition from local businesses, and in compliance with Board adopted policy, this purchase was advertised on the Escambia County

web site for thirty days. The original quote was the only bid received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211101, Object Code 56401, Amount $142,338; Fund 116 Development Review, Cost Center 240302, Object Code 56401, Amount $142,337]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contract, Federal Schedules, or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specification VE 17-18.028 - 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis was posted beginning July 13, 2018 for a period of thirty days. The original quote was the only bid received.

This vehicle is used to perform video inspection of stormwater pipes throughout the County.
Justification for a replacement vehicle is as follows:

- The rear box (where the work is performed) on the current vehicle leaks and the outer walls have begun to swell as a result. This exposes critical electronics and equipment to moisture.
- The onboard inspection equipment and electrical support system is approximately 18 years old and is not adequate to support modern technology.
- In the last 8 years, the County has spent approximately $26,000.00 on maintenance of the vehicle. That equates to approximately $3,250.00 per year (see attached backup documentation)
- The vehicle currently has 113,322 conversion miles on it (includes engine hours), which is 51% above the threshold for replacement of a vehicle (see attached backup documentation)
- The current vehicle is 2WD, which limits the type of terrain the vehicle can traverse. The new vehicle will be able to traverse into pond and drainage easement areas to camera existing infrastructure.
- The new replacement vehicle will come equipped with an asset management equipment and software called GraniteNet. GraniteNet is a comprehensive condition assessment and mapping software that can be fully integrated into ArcGIS and Lucity. The GraniteNet software will allow the County to locate and map any existing or new stormwater systems within Escambia County as they are being inspected. That information is then uploaded into ArcGIS or Lucity. Once loaded into these programs, County staff can look up a desired street or subdivision and see the location/layout of the stormwater system and review any information or previous video inspections of that system. This software will also allow the County to set up schedules for inspection and replacement/repairs by prioritizing the conditions of each pipe.

This vehicle purchase replaces Property Tag #48625.

BUDGETARY IMPACT:

Funding: Fund 175 Transportation Trust Fund, Cost Center 211101, Object Code 56401, Amount $142,338; Fund 116 Development Review, Cost Center 240302, Object Code 56401, Amount $142,337

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with the recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Award approval and threshold authority.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

BCC Minutes
Solicitation with Original Quote
Replacement Justification
Maintenance Record
Truck Photos

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board take the following action regarding the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis:

A. Authorize the County to utilize the H-GAC Contract #SC01-18, in accordance with Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one 2019 CUES Pipeline Inspection System mounted on a 2019 Ford F-550 Chassis, for the Engineering/Development Services Department of Escambia County, Florida, to Adams Equipment Co., Inc., in the amount of $284,675, according to the specifications outlined in Specification Number VE 17-18.028.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for thirty days. The original quote was the only bid received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211101, Object Code 56401, Amount $142,338; Fund 116, Development Review, Cost Center 240302, Object Code 56401, Amount $142,337]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio: ▶	

The Escambia County (Florida) Engineering Division desires to purchase:

Quantity: One (1) ea.

Base Description: **VE 17-18.028**

Year: 2019

Model: CUES Pipeline Inspection System mounted in a Ford F 550 Chassis

Color: White

Equipment: To be equipped per specifications.

Warranty: Standard vehicle warranty applies.

Vehicle Specifications and Manufacturer's Options

To be equipped per specifications

Delivery required (from order date):

90-120 days

Maximum Budgeted Purchase Amount:

$284,675.00

Specification Number VE 17-18.028 – Escambia County (Florida) Engineering Division CUES Pipeline Inspection System mounted in a Ford F 550 Chassis

Posting Date	July 13, 2018
Due Date for Offers	August 15, 2018
Depart. Contact	
Fleet Maint.	

VE 17-18.028 – Escambia County (Florida) Engineering Division CUES Pipeline Inspection System mounted in a Ford F 550 Chassis

Offers for the sale of vehicles meeting the specifications for VE 17-18.028 Escambia County (Florida) Engineering Division Vehicle Purchase as listed will be accepted until **5:00 PM CDT on August 15, 2018.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Emily Weddington, CPPB, Purchasing Coordinator
2nd Floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE17-18.028 Escambia County (Florida) Engineering Division Vehicle Purchase and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	SCO1-18	Date Prepared:	7/10/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Escambia County, FL	**Contractor:**	Elxsi dba CUES
Contact Person:		**Prepared By:**	Robin Guthrie
Phone:		**Phone:**	800-327-7791 ext 224
Fax:		**Fax:**	
Email:		**Email:**	

Product Code:	**G017**	**Description:**	**HI-CUBE VAN TV INSPECTION VEHICLE**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$154,800.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CZ300 - OZII camera in lieu of Nite Lite	$3,103.00	MD604/MD603 - wired and wireless controllers	$630.00
MD380-1 Summit System upgrade	$6,313.00	SEE- Safe Entry/Exit bumper	$2,500.00
CC3- Substitute F550 diesel chassis and generator in lieu of gas	$21,373.00	GNETPREM GraniteNet Premium software package	$21,564.00
WB100/WD20 washdown system/workbench in equipment roo	$3,806.00	GN904/GN538 GNET Office module and support plan(2)	$3,200.00
TR795 Hideaway Strobes	$1,334.00	TR1113 - LED arrow Stick (2)	$2,790.00
MD320 Auto payout feature	$3,772.00	SD100 Side Entry door	$899.00
TR1262 Transporter Drawer/Kickplate drawers	$2,663.00	T1940-1 2 Drawers In Kickplate	$1,273.00
GNET ES - ESRI Software and training	$14,490.00	TR286 Portable Air compressor	$1,285.00
GX136B Rear Monitor in wall	$1,530.00	WS350 Steerable Pipe Ranger transporter	$22,229.00
EC1190 Cat 5 connection	$71.00	**Subtotal From Additional Sheet(s):**	22950
TR1249 back up camera for chassis	$1,110.00	**Subtotal B:**	138885

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Integrated Laser measurement/micrometer	$4,960.00		
Under chassis storage cabinets (2)	$4,000.00		
intercom system	$285.00		
Upgrade system For Digital camera/CATVS	$6,285.00		
		Subtotal C:	15530

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	5%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	**X Subtotal of A + B + C:**	309215	=	**Subtotal D:**	309215

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Delivery	300		
Less Summit system Customer discount	-24840		
		Subtotal E:	-24540

Delivery Date:	**90-120 days**	**F. Total Purchase Price (D+E):**	284675

HGACBuy THE SMART PURCHASING SOLUTION

May 23, 2018

Escambia County, FL
Attention: Nick Chauvin
Engineering Division
3363 West Park Place
Pensacola, FL 32505

RE: CUES TV TRUCK PROPOSAL

Dear Mr. Chauvin,

We are pleased to provide the following proposal for your consideration:

ONE (1) NEW CUES PIPELINE INSPECTION SYSTEM mounted in a Ford F 550 Chassis. The following items are included:

1 FORD F-550 DIESEL CAB CHASSIS 205" WB 4X4 CHASSIS
1 6.7L V8 Diesel Engine
1 6-Speed Automatic Transmission
1 19,500 lb. GVWR
1 205" Wheel Base
1 Cab Air Conditioner
1 AM / FM Radio

1 16' CARGO BOX FOR CAB/CHASSIS
1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
2 Laminated Steel Lock
1 Kemlite Covering on Inside Rear Doors
1 Back Up Alarm

2 LED TRAFFIC DIRECTOR WITH 30FT CABLE

1 FOUR CORNER STROBES IN HEADLIGHTS AND TAIL LIGHTS

1 FRAME MOUNT SAFETY CONE HOLDER

1 AUTOMATIC REAR AWNING FOR PROTECTION FROM SUN AND RAIN

1 BACK-UP CAMERA SYSTEM [CHASSIS]

1 SAFE ENTRY/EXIT BUMPER
1 Three (3) Steps Evenly Spaced
1 Bottom Step Folds Up for Ground Clearance
1 Safety Grab Handle

1 TRANSPORTER/CAMERA LOCKABLE STORAGE COMPARTMENT WITH NOTCH IN REAR DOOR THRESHOLD OF BODY FOR TV CABLE TO PASS THROUGH TO TRANSPORTER STORAGE DRAWER
1 Lockable Storage Compartment for Camera and Transporter
1 Sliding Drawer
1 Notch in rear door threshold of body for TV cable to pass through to transporter storage Drawer

1 KICKPLATE 2 DRAWER ALUMINUM STORAGE

2 LOCKABLE METAL STORAGE CABINET MOUNTED UNDER CHASSIS

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0 TO INCLUDE:
2 Amber LED Mini Light Bars
2 Adjustable LED Floodlights Rear of Vehicle Area Illumination
Control Room Interior:
1 Lonseal Lonplate Flooring
1 Kemlite Wall & Ceiling Covering
1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
1 Tinted Viewing Window in Bulkhead Wall
1 Tinted Viewing Window in Bulkhead Door
1 Above Desk Control Console with Rack Mount for Electronic Equipment
1 Desktop / Work Area
1 12V High Intensity LED Light Fixture
2 Electrical Outlet with Dual Receptacles
1 Fire Extinguisher with Bracket, 10BC Rating
1 Operators Chair, Swivel With Casters
1 Breaker Box Storage Area with Locking Positive Latch

1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP

1 CURBSIDE DOOR WITH FOLD-DOWN STEPS FOR EVO 3.0

1 CLOSET IN CONTROL ROOM

1 BENCH SEAT IN CONTROL ROOM

1 CUSHION FOR BENCH SEAT

1 TRUCK MOUNTED INTERCOM SYSTEM

1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:
1 Lonseal Lonplate Flooring
1 Kemlite Wall & Ceiling Covering
1 Electrical Outlet with Dual Receptacles
1 12V High Intensity LED Light Fixture
1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights

1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:
1 20-Gallon Fresh Water Tank
1 Electric Water Pump
1 Retractable Hose Reel with 25' Water Hose and Nozzle

1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM
1 Lower Storage Cabinet / Work Top with Sink and Faucet
1 Upper Wall Mounted Storage Cabinet

1 ADDITIONAL LIGHTING AND OUTLET
1 Light Mounted Above Work Top
1 Dual Receptacle Outlet Above Work Top

1 5 DRAWER TOOL CHEST MOUNTED IN BULKHEAD WALL

1 CAT-5 CONNECTION

1 EXTERNAL WI-FI/DATA ANTENNA ON ROOF WIRED TO COMPUTER

1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL
1 Flat Screen Monitor
1 Cable Assembly - Video Monitor to Monitor in Control Room
1 Electrical Outlet

1 7500 WATT QUIET DIESEL ONAN GENERATOR
1 120 Volt 60 HZ 7500 Watt (Minimum) Commercial Grade "Quiet" Generator
1 Diesel Powered
1 Electric Start

1 GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]
1 Generator Storage Compartment with Lockable External Access Door
1 Commercial Power Supply Receptacle, 25' Cord, and Plug
1 Electrical Supply Center with Circuit Breaker Box
1 Commercial power and Generator Power Connectors
1 Automatic Power Transfer Switch

1 SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED, TO INCLUDE:
1 Four Function AC Power Meter displaying Critical Power Information including:
1 Voltage

1 Hertz
1 Amperage
1 Active Power (Watts)
1 Front panel Selector Switch for two modes of operation:
1 Fixed reading
1 Continuous Auto-cycling
1 Generator Battery Meter to Display Starting and Charging Voltage
1 Generator Hour Meter
1 Generator Remote Start/Stop Control Switch
1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)

1 P&T ZOOM M/C LASER CAMERA
1 Solid State Color Sewer TV Camera
1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
1 NTSC Color Standard, 4x Light Integration
1 Camera Lighting System with Integrated Laser Measurement System for 6" through 72" lines
1 Video Micrometer to Generate Laser Measurement on Video Screen
1 Camera Transportation and Storage Case

1 VIDEO CALIPER MEASURE UNIT KIT

1 STEERABLE CAMERA TRANSPORTER, WHEELED, v2
1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe
With Manual Shifter on Camera Carrier
1 Unit Shall Have Forward, Free Wheel, and Power Reverse
1 Set of Six (6) Driven Rubber Wheels to Inspect 8" Pipe
1 All Six (6) Wheel Drive Transporter Assembly to Include:
1 Motor & Enclosed Drive Train
1 Tip Up Rear Connector

1 ELECTRIC CAMERA LIFT

1 10" - 15" SPACER KIT FOR SPR/PR, v2

1 10" - 15" RUBBER TIRE KIT, v2

1 12" - 15" PNEUMATIC TIRE KIT, v2

1 18"+ PNEUMATIC TIRE KIT, v2

1 1000' CABLE ASSEMBLY, M/C 12PIN METAL
1 1000' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
1 .450 Diameter
1 Metal Splice Chamber with Pigtail
1 Cable Strain Relief

1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE W/AUTO PAYOUT
1 Black Thermoplastic Powder Coated Frame
1 Power Levelwind & Multi Ratio Manual Transmission
1 Automatic Cable Payout System
1 Footage Meter with Local Counter and Remote Counter
1 Transmission Control at Viewing Station
1 Local Reel Mount Electrical and Mechanical Control
1 Sealed Continuous Contact Collector Assembly
1 Removable Drip Pan for Cleaning

2 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS

1 PCU ASSEMBLY [RACK MOUNT]

1 CCU ASSEMBLY [RACK MOUNT]
1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
1 Remote "QWERTY" Keyboard
1 On Screen Footage Display

1 TEST CABLE

1 8.7" MINI KEYBOARD

1 BRACKET, LOGITECH CONTROLLER, K2

1 WIRELESS CONTROLLER
1 Joystick Control for Pan and Tilt Zoom Camera to Include:
1 360 Degree Rotate
1 330 Degree Optical Pan
1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
1 Camera Lift Control for Optional Electronic Camera Lift
1 All Other Controls for Camera to Include:
1 Camera Iris and Focus Override & Zoom
1 Camera Lights & Shutter Control for Light Enhancement
1 Camera Diagnostics & Auto Home
1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 WIRED USB CONTROLLER
1 Joystick Control for Pan and Tilt Zoom Camera to Include:
1 360 Degree Rotate
1 330 Degree Optical Pan
1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
1 Camera Lift Control for Optional Electronic Camera Lift
1 All Other Controls for Camera to Include:
1 Camera Iris and Focus Override & Zoom

1 Camera Lights & Shutter Control for Light Enhancement
1 Camera Diagnostics & Auto Home
1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 CUSTOMER SUPPLIED DELL LATITUDE 14 RUGGED LAPTOP COMPUTER
1 Docking Station for Dell Latitude 14 Laptop Computer
1 Slide-Out Tray for Dell Latitude 14 Laptop Computer/Docking Station
1 GraniteNet Premium License

1 WIRELESS KEYBOARD AND MOUSE SET

1 HP OFFICEJET COLOR PRINTER

1 GraniteNet PREMIUM SOFTWARE SUPPORT PLAN

1 SOFTWARE, CUES PIPESCORE F/CUES GNET

1 UPS TO INCLUDE THE FOLLOWING:
1 Input 120-Volt / Output 120-Volt
1 Cord Management Straps

1 ESRI INTERFACE MODULE GraniteNet SOFTWARE

1 ARCGIS RUNTIME ENGINE SOFTWARE

1 ESRI IMPORT MODULE GraniteNet SOFTWARE

1 DATA GIS SYSTEMS REMOTE ONLINE IMPLEMENTATION ASSISTANCE GraniteNet

2 GraniteNet OFFICE KIT

2 GraniteNet OFFICE SUPPORT PLAN

5 GraniteNet VIEWER KIT

1 PATENTED MAPPING STICK, WIRELESS GPS WITHOUT SOFTWARE**
1 Modem, RF Package with integrated Rechargeable Battery
1 Wireless GPS Receiver with removeable Rechargeable Battery
1 Pole, 8.5', with Quick Release
1 Case, Watertight
1 Mounting Bracket, Modem Enclosure
*Subject to prior confirmation between Customer IT Resource and Cues Software Development Division.
**U.S. Patent No. 7,889,124

1 110V OUTLET LOCATED NEAR MAPPING STICK MOUNT FOR CHARGING MAPPING STICK

1 GPS COLLECTION MODULE GraniteNet SOFTWARE

1 PORTABLE AIR COMPRESSOR
1 Electric Air Compressor
1 Air Tank

1 RETRACTABLE AIR HOSE REEL WITH 25' AIR HOSE, AND CHUCK

1 MANHOLE TOP ROLLER ASSEMBLY, TV ONLY

1 MANHOLE ADAPTER CLAW HOOK

6 POLE ASSY, RETRIEVAL/DOWNHOLE TL, 58"

1 INVERT ROLLER ASSEMBLY

1 RETRIEVAL HOOK

1 MULTI CONDUCTOR TV ONLY TOOL KIT
1 Milliampmeter Tool
1 Electrical Tape
1 Needle Nose Pliers
1 Six-In-One Screwdriver
1 6" Adjustable Wrench
1 Anti Seize Grease
1 9-Piece Allen Wrench kit
1 Solder Iron Kit
1 Industrial Pliers
1 5/32 T-Handle Hex Wrench
1 Multi Conductor TV Only Operation Manual
1 Parts Catalog
1 Cable Repair Kit DVD
1 TV Only Training DVD

1 DYSON STICK VACUUM MOUNTED

1 DECALS/WORDING ON BOTH SIDES OF CARGO BOX

1 TRAINING, ON-SITE (THREE DAYS) AT DELIVERY

1 TRAINING, ON-SITE (TWO DAYS) WITHIN 1ST YEAR AFTER DELIVERY

1 TRUCK DELIVERY-FLORIDA

TOTAL **$278,390.00**

OPTIONAL ITEMS (NOT INCLUDED IN PRICING ABOVE)

1 UPGRADE TO DUC/CATVS READY **$6,285.00**

If you have any questions or need additional information, please contact me at 800-868-1313 or 404-307-6927.

Sincerely,

Tim Conger
Adams Equipment Co., Inc.
404-307-6927

ESCAMBIA COUNTY PUBLIC WORKS- ENGINEERING VEHICLE/EQUIPMENT REPLACEMENT JUSTIFICATION													
Asset Number	**Description**	**Year**	**Age**	**Miles / Hours**	**Maint Costs**	**Est. Repl. Cost / Acq. Cost**	**Est. Life of Repl.**	**Age Points**	**Mileage Points**	**Repair Points**	**Bonus Points**	**Total Points**	**Replace Yes/No**
48625	Ford E350 Box Truck (Camera Truck)	2000	18	**Vehicle Hours** 3,434 **Conversion factor for actual miles on vehicle (hours x 33 miles)** 113,322 **% of mileage above baseline of 75,000 miles for light/100,000 for heavy** 51.1% **Vehicle Mileage** 47,568	**Maint. Costs x Age** $467,082 **Amount over 2/3 acquisition cost** $393,362 -- **Maintenance Costs** $25,949	**2/3 Acquistion Cost** $73,720 **% in excess of 2/3 acquistion cost** 533.59% **Replacement Cost** $288,000 **Acquistion Cost** $111,697	7yrs	3	3	12	2	20	**Yes, Priority**

Maintenance Record

2000 Ford E-350 Box Truck (Camera Truck)

Asset #48625

Date of Service	Cost
9/16/2010	$263
9/22/2010	$69
9/27/2010	$525
8/4/2011	$213
8/10/2011	$607
8/23/2011	$55
9/26/2011	$674
9/21/2012	$5,876
11/15/2012	$861
11/27/2012	$600
4/4/2013	$365
4/22/2013	$746
1/17/2014	$1,387
8/5/2014	$813
8/7/2014	$316
10/2/2014	$201
12/1/2014	$293
12/15/2014	$948
1/27/2015	$159
12/2/2015	$1,132
1/7/2016	$935
3/3/2016	$500
3/14/2016	$492
6/15/2016	$1,121
6/29/2016	$7
7/14/2016	$1,408
9/8/2016	$2,378
9/28/2016	$7
4/11/2017	$117
8/17/2017	$436
11/17/2017	$1,228
2/1/2018	$679
3/12/2018	$266
3/13/2018	$272
Total	**$25,949**






PUBLIC WORKS
ENGINEERING
48625

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14942 **County Administrator's Report 10. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Contract Award for Re-Solicit Beulah Regional Park Restroom Building
From: Buzz Roggenbuck, Senior Purchasing Coordinator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award Re-solicit Beulah Regional Park Restroom Building - 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 17-18.090, Re-solicit Beulah Regional Park Restroom Project in the amount of $152,925.51.

[Funding: Fund 352, Lost III, Cost Center 350229, Object Code 56301, Project Number 11PR1331 $80,000 and Project Number 08PR0059 $72,925.51]

BACKGROUND:

Beulah Regional Park located at 7820 Mobile Highway in District 1 has various park amenities inclusive of tennis courts, walking track, basketball court, volleyball court, pavilion, and a playground. The addition of restroom facilities to this popular regional park location will be a great benefit to those families within the Beulah area that frequent this location along with visitors to the area.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on August 27, 2018. A Non-Mandatory Pre-Solicitation Conference was held on September 7, 2018. Four firms were represented at that meeting. Bids were received from five contractors on September 13, 2018. J. Miller Construction, Inc. is the lowest, most responsive and responsible bidder.

This project is located in Commissioner District 1.

BUDGETARY IMPACT:

Fund Lost III Fund 352, Cost Center 350229, Object Code 56301, Project Number 11PR1331 $80,000 and Project Number 08PR0059 $72,925.51

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form A: Construction- A/E Designed

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 A: Construction A/E Designed and Purchase Order.

Attachments

Agreement
Recommendation to Award
Bid Tab Recommended Award

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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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 17-18.090 Beulah Regional Park Restroom Resolicit ("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:

$ 152,925.51

One hundred fifty-two thousand, nine hundred twenty five and 51/100 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 holder's 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 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").

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 **$ 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: (Construction Plans_02-22-18)
Exhibit I:	Technical Specifications (County Technical Specifications w ECUA Specs_02-22-18)
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:

Escambia County
Office of Facilities Management
Design and Construction Administration Team
100 E. Blount Street
Pensacola, FL 32501
Attn: George Bush (850) 595-3190

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
Attn: Eli Miller

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: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR:
J. Miller Construction Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

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 (if used to meet required policy limits)

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 employer's 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 Business Automobile 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: Buzz Roggenbuck, Sr. 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.

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.

❑ **COMMERCIAL GENERAL LIABILITY COVERAGE PROJECT AGGREGATE**
Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $1,000,000.00 is required by the County for this agreement or contract.

❑ **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.

- ❑ **FIDELITY/DISHONESTY/LIABILITY COVERAGE - FOR COUNTY**

  Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

- ❑ **POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE**

  Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

- ❑ **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE**

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

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

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

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Beulah Regional Park Restroom Building Resolicit

Bid Number: PD 17-18.090

Opening Date/Time: September 13, 2018/3:00 PM CDT

Purchasing Agent: Buzz Roggenbuck

Client Department: Facilities Management Dept. Director/Designee: George Bush

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition # N/A

Fund:

Cost Center: 350229

Object Code: 56301

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation __Yes __X No
Note: Attachments to Requisition shall Reference PD #

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)
Approve awarding the bid to J. R. Miller, Construction LLC for a total of $152,925.51 (Base bid of $149,946.51 and metal roof alternate of $2,979.00) for the construction of a new restroom at Beulah Community Park.

_____ Unit Price Extensions Checked by:

(Signature) (Date)
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: George C Bush
(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).

BID TABULATION	DESCRIPTION: Beulah Regional Park Restroom Building BID # PD 17-18.090						
Bid Opening Time: 3:00 pm CDT Bid Opening Date 9/13/2018 Bid Opening Location: Rm 11.108 **NAME OF BIDDER**	Cover Sheet/ Ack	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid	Additive Alt Metal Roof
Vision Construction, Ent. LLC	X	X				$ 169,400.00	$ 1,000.00
Birkshire Johnstone, LLC	X	X	X	X	X	$ 165,700.00	$ 5,000.00
J. Miller Construction, LLC	X	X	X	X	X	$ 149,946.51	$ 2,979.00
Emerald Coast Constructors, Inc.	X	X	X	X	X	$ 173,000.00	$ 1,500.00
Empire Builders Group, Inc.	X	X	X	X		$ 183,900.00	$ 5,000.00
BIDS OPENED BY:	Buzz Roggenbuck, Sr, Purchasing Coordinator DATE: 9/13/2018						
BIDS TABULATED BY:	Buzz Roggenbuck, Sr. Purchasing Coordinator DATE: 9/13/2018						
BIDS WITNESSED BY:	Lori Kistler, Purchasing Associate DATE: 9/13/2018						

Recommended Award

Note:

CAR **BOCC**
DATE 10/04/18 **DATE 10/04/18**

The Purchasing Chief/Designee recommends to the BCC: Award to J. Miller Construction, Inc. Amount: $ 152,925.51.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted @ 2:30p.m. CDT on 6/13/2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14924 **County Administrator's Report 10. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Approval to Issue Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000 for the Public Works Department - Joy Jones, P.E., Public Works Department Director

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

	Vendor/Contractor	Amount	Contract Number
A	**Genesee & Wyoming/Alabama and Gulf Coast Railway** **Vendor Number: 011274** **Signal Maintenance for Railroad Crossings** Fund 175 (Transportation Trust Fund) Cost Center 211201	$70,000	Annual Signal Maintenance for Railroad Crossings
B	**CSX Transportation** **Vendor Number: 030050** **Signal Maintenance for Railroad Crossings** Fund 175 (Transportation Trust Fund) Cost Center 211201	$75,000	Annual Signal Maintenance for Railroad Crossings
C	**Ingram Signalization** **Vendor Number: 406608** **Traffic Signal Response Maintenance** Fund 175 (Transportation Trust		

	Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$500,000	PD 15-16.088
D	**Coastline Striping, Inc.** **Vendor Number: 033766** **Pavement Markings** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$400,000	PD 16-17.072
E	**Gulf Coast Traffic Engineers** **Vendor Number: 072898** **Signs** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$150,000	PD 16-17.073
F	**Award Purchase Orders in Excess of $50K for the Continuing Contract for Bridges, Docks and Boat Ramps** DKE Marine, Vendor Number 040206 Davis Marine, Vendor Number 040386 Gulf Marine, Vendor Number 072896 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center	$750,000	PD 12-13.001

	210107 Fund 353 (LOST IV) Cost Center 210106		
G	**Award Purchase Orders for the Continuing Professional Services - Bridge Work; Construction Engineers** Thompson Engineering, Inc., Vendor Number 201604 Mott MacDonald Consultants, LLC, Vendor Number 081206 Volkert, Inc., Vendor Number 220584 American Consulting Engineers, Vendor Number 012081 HDR Engineering, Inc., Vendor Number 080064 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$300,000	PD 02-03.079
H	**Award Purchase Orders for the Continuing Professional Services Bridge Professional Technical Consulting** Mott MacDonald Consultants, LLC, Vendor Number 081205 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$200,000	PD 02-03.79

I	**Real Estate Services - Title Work** Coastal Land Title, Not Set Up Emerald Coast Title, Vendor Number 050874 Escarosa Land Research, Vendor Number 051907 First International Title, Vendor Number 150166 First American Title Insurance Company, Vendor Number T0024443 Gulf Coast Title Company, Vendor Number 072783 Liberis Law Firm, PA, Vendor Number 121131 Partnership Title Company, Vendor Number 160307 Reliable Land Title Corp., Vendor Number 181837 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/210120/210121/210124 Fund 353 (LOST IV) Cost Center 210106	$100,000	Annual allocation for title searches for capital improvement projects
J	**Property Appraisals** Asmar and Associates, Vendor Number 014139 Brantley and Associates, Vendor Number 410028 Fruitticher-Lowery Appraisal Group, Inc., Vendor Number 062707 Presley-McKenney and Associates, Vendor Number 164897 Sherrill Appraisal Company, Vendor Number 192901 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/210120/210121/210124 Fund 353 (LOST IV) Cost Center	$100,000	Annual allocation for property appraisals for capital improvement projects

	210106		
K	**Roads, Inc. of NWF** **Vendor Number: 182328** **OGCM Roads** **Hot-In-Place Resurfacing** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$500,000	PD 14-15.065
L	**Ingram Signalization** **Vendor Number: 406608** **Street and Navigational Lights** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$50,000	PD 15-16.089
M	**Miscellaneous Drainage/Paving Project (under $50K)** J Miller Construction, Vendor Number 133404 Perdido Grading and Paving, Vendor Number 163396 Chavers Construction, Vendor Number 032335 Green Procedures, Vendor Number 072184 Infrastructure Specialty Services, Vendor Number 420809 Warrington Utility and Excavation, Vendor Number 420622 Allsouth Construction, Vendor Number 420550 Gulf Marine Construction, Vendor Number 072896 Brown Construction, Vendor Number 026101 Green Energy, Vendor Number		

	420664 B&W Utilities, Vendor Number 420661 BKW, Inc., Vendor Number 422039 SPB (South Baldwin Plumbing), Inc., Vendor Number 190028 Midsouth Paving, Inc., Vendor Number 133305 Gulf Atlantic Constructors, Vendor Number 843898 Utility Services Co., Inc., Vendor Number 211593 Biles Construction, Vendor Number 420638 Panhandle Grading and Paving, Vendor Number 160114 Roads, Inc. of NWF, Vendor Number 182328 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/350229 Fund 353 (LOST IV) Cost Centers 210106/350221	$500,000	Capital improvements projects, i.e paving and drainage projects, each project is under $50K
N	**General Drainage and Paving Agreement - Paving and Drainage Projects** **$1,000,000 for each vendor** Allsouth Construction Services LLC, Vendor Number 420550 Chavers Construction, Vendor Number 032335 Gulf Atlantic Constructors, Vendor Number 843895 J Miller Construction, Inc., Vendor Number 133404 Midsouth Paving, Inc., Vendor Number 133305 Infrastructure Specialty Services, Inc., Vendor Number 420809 Panhandle Grading and Paving, Vendor Number 160114 Roads, Inc. of NWF, Vendor Number 182328	$1,000,000 per vendor annually	PD 16-75.081

	Utility Services Co., Inc., Vendor Number 211593 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/350229 Fund 353 (LOST IV) Cost Centers 210106/350221		
O	**Mid South Paving** **Vendor Number: 133305** **Road Construction Materials** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	PD 14-15.-065
P	**Ferguson Enterprises, Inc (a/k/a Ferguson Mill Supply)** **Vendor Number: 060880** **Polyethylene Pipe** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	Annual allocation for pipe for use on right of way projects
Q	**American Concrete Supply, Inc.** **Vendor Number: 011899** **Concrete** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	Annual allocation for concrete for use on road maintenance projects
R	**Vulcan Signs** **Vendor Number: 220810** **Sign Maintenance** Fund 175 (Transportation Trust Fund) Cost Center 210404 (Sign Maintenance)	$75,000	Annual allocation for signs/maintenance for road maintenance projects
S	**Steadham Enterprises dba A-1 Small Engines** **Vendor Number: 010105** **Small Engine Repair Parts and Supplies** Fund 175 (Transportation Trust	$110,000	PD 15-16.006

	Fund) Cost Center 210405 (Fleet Maintenance)		
T	**Gulf Coast Truck and Equipment Co.** **Vendor Number: 072900** **Heavy Truck Parts/Supplies** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$100,000	Proprietary Parts, Mack Brand Trucks
U	**Beard Equipment Company** **Vendor Number: 022300** **Heavy Equipment Parts** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$55,000	Proprietary Parts, John Deere Equipment
V	**Tractor and Equipment Co., Inc.** **Vendor Number: 202301** **Heavy Equipment Parts** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$100,000	Proprietary Parts, Komatsu Equipment
W	**Thompson Tractor Co., Inc.** **Vendor Number: 010781** **Heavy Equipment Parts (CAT)** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$100,000	Proprietary Parks, Caterpillar Equipment
X	**Howell's Truck and Giant Tire Services, Inc.** **Vendor Number: 410406** **Light and Heavy Equipment Tires** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$65,000	State Contract 25172500-WSCA-15-ACS
Y	**Bridgestone Americas, Inc. dba GCR Tires and Services, GCR Tire Center** **Vendor Number: 025944** **Light and Heavy Equipment Tires** Fund 175 (Transportation Trust	$65,000	State Contract 25172500-WSCA-15-ACS

	Fund) Cost Center 210405 (Fleet Maintenance)		
Z	**Southern Energy Company, Inc.** **Vendor Number: 034871** **Gasoline and Diesel Fuel** Fund 501 (Internal Service Fund) Cost Center 210407 (Fuel Distribution)	$6,500,000	PD 16-17.087
AA	**R.K Allen** **Vendor Number: 011470** **Oil/Grease and Lubricant** Fund 501 (Internal Service Fund) Cost Center 210407 (Fuel Distribution)	$100,000	PD 16-17.056
BB	**Panhandle Grading and Paving** **Vendor Number: 160114** **Road Construction Materials** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	PD 14-15.065
CC	**Aracadia Culvert** **Vendor Number: 013789** **Metal Pipe** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	Annual allocation for pipe to use on right of way projects for road maintenance
DD	**Roads, Inc., of NWF** **Vendor Number: 182328** **Asphalt** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$200,000	PD 14-16.065
EE	**Woerner Landscape Source Inc.** **Vendor Number: 233840** **Sod** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$75,000	Annual allocation for sod to be used on right of way projects for road maintenance

FF	**Suncoast Infrastructure, Inc.** **Vendor Number: 195894** **Cured-on-place Pipe Line Services** Fund 175 (Transportation Trust Fund) Cost Center 210402 (Road Maintenance)	$150,000	Annual allocation for pipe lining services for use on County right of way projects for road maintenance
GG	**McPherson Companies, Inc.** **Vendor Number: 194540** **Gasoline and Diesel Fuel** Fund 001 (General Fund) Cost Center 210401, Object Code 55204 (SRI Public Works)	$150,000	Annual allocation for gas and diesel for use in SRI Public Works vehicles
HH	**Verizon Wireless** **Vendor Number: 220218** **Cell, GTAC, and Tablet Services** Fund 175 (Transportation Trust Fund) Cost Center 210401 (Road Administration)	$100,000	PD 14-15.093 GSA-35F-0119P
II	**Charles Neely Corp. dba PR Chemical and Paper Supply** **Vendor Number: 150532** **Laundry and Cleaning Supplies** Fund 001 (General Fund) Cost Center 211401 (SRI Public Works)	$75,000	PD 13-14.046
JJ	**ATI NAPA** **Vendor Number: 015006** **Parts, Supplies/Repair and Replacement Parts** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$100,000	Annual allocation for parts, supplies/repair and replacement parts for equipment
KK	**ATI Traction** **Vendor Number: 203005** **Parts, Supplies/Repair and Replacement Parts** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$100,000	Annual allocation for parts, supplies/repair and replacement parts for equipment

LL	**Network Fleet, Inc.** **Vendor Number: 420510** **GPS Hardware Installation Monitoring System** Fund 175 (Transportation Trust Fund) Cost Center 210405 (Fleet Maintenance)	$200,000	GS-07F-5559R
MM	**Blue Arbor** **Vendor Number: 023818** **Temporary Labor Services** Fund 001 (General Fund) Cost Center 211401 (SRI Public Works)	$250,000	PD 14-15.041
NN	**Ingram Signalization** **Vendor Number: 406608** **Traffic Signal Construction** Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 182 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$600,000	PD 15-16.090

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2018 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14930 **County Administrator's Report 10. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Amendment to Agreement between Escambia County and Phoenix Construction Services, Inc. for Beach Haven NE Drainage and Sanitary Sewer Project Phase I
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to the Agreement between Escambia County, Florida, and Phoenix Construction Services, Inc., for the Beach Haven Northeast Drainage and Sewer Project, Phase I - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the Amendment to the Agreement between Escambia County, Florida, and Phoenix Construction Services, Inc., for the Beach Haven Northeast Drainage and Sewer Project, Phase I, Contract PD 15-16.094:

A. Approve the Amendment of Standard Road/Drainage Construction Contract between Escambia County, Florida, and Phoenix Construction Services, Inc., for Architect/Engineer Designed Construction Contract Documents (PD 15-16.094), for the Beach Haven Northeast Drainage and Sewer Project, Phase I, to revise Contract retainage provisions to stipulate that at the County's discretion, 5% of the sum retained for payments may be released to the contractor prior to final completion of the entire project, upon receiving approval from the architect/engineer; and

B. Authorize the County Administrator to execute the Amendment and all related documents as required to implement the Project.

[Funding Source: Fund 118, National Fish & Wildlife Foundation Ph1, Cost Center 222002, Object Code 56301, Project #NFWF07EC; Fund 110, FDEP 319 Grant Ph1, Cost Center 221024, Object Code 56301; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0272; and Fund 151, CRA Ph1

Sidewalks, Cost Center 370114, Object Code 56301]

This project is located in Commission District 2.

BACKGROUND:

Meeting in regular session on November 3, 2016, the Board awarded the bid and contract for PD 15-16.094, construction of the Beach Haven Northeast Drainage and Sewer Project, Phase I ("Project") to Phoenix Construction Services, Inc. Following this action, the County and Phoenix Construction Services, Inc. mutually executed the standard County Construction Agreement for completion of the project, which provides for a 10% retainage to be held through 100% completion of the project.

This project has reached a 50% completion status.The intent of this recommendation is to allow, at the discretion of the County Contract Administrator, the retainage to be reduced from 10% to 5% for the duration of the project. The 5% retainage will then be retained through the entire project and only released upon final completion and acceptance of the entire project. 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 the Contractor's work. It should also be noted that this project is covered by a 100% Performance and Payment Bond and 2- year warranty.

BUDGETARY IMPACT:

This Amendment has no direct budgetary impact. Upon approval of this Amendment, the retainage adjustment would occur within the framework of the existing construction contract between the County and Phoenix Construction Services, Inc. which is funded as follows: Fund 118, National Fish & Wildlife Foundation Ph1, Cost Center 222002, Object Code 56301, Project #NFWF07EC, Fund 110, FDEP 319 Grant Ph1, Cost Center 221024, Object Code 56301, Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0272, Fund 151, CRA Ph1 Sidewalks, Cost Center 370114, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment to the Agreement has been approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment is required to allow an adjustment to the retainage provisions of the Standard Construction Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment
Agreement PD 15-16.094
Board Approval

AMENDMENT OF STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT BETWEEN ESCAMBIA COUNTY, FLORIDA AND PHOENIX CONSTRUCTION SERVICES, INC. (PD 15-16.094)

THIS AMENDMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Phoenix Construction Services, Inc., a Florida for-profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 59-2247483, with a principal address of 1805 Tennessee Avenue, Lynn Haven, FL 32444.

WITNESSETH:

WHEREAS, on or about December 9, 2016, the County previously entered into an Agreement with Phoenix Construction Services, Inc., relating to the Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase I, Specification No. P.D. 15-16.094 (hereinafter referred to as the "Agreement"); and

WHEREAS, in order to comply with the requirements of the Local Government Prompt Payment Act, the parties have agreed to amend Exhibit A to the Agreement to provide for a reduction in the amount of retainage withheld from each payment after satisfactory completion of 50% of the scope of services; and

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

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

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

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

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. After 50-percent completion of Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment whichever is less. After 50-percent completion of Work, the Contractor may request payment of up to one-half of the retainage held by the County. 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.

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

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

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

5. The effective date of this Amendment shall be on the date last executed by the parties.

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

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

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

_____
Witness

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 9/12/18

CONTRACTOR: Phoenix Construction Services, Inc., a Florida corporation authorized to conduct business in the State of Florida

ATTEST: Corporate Secretary

By: _____
Ron Golinowsky, President

By: _____
Edmond Schoppe, IV, Secretary

Date: _____

(Corporate Seal)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

PHOENIX CONSTRUCTION SERVICES, INC.

FOR

PD 15-16.094, BEACH HAVEN NORTHEAST DRAINAGE AND SANITARY SEWER PROJECT, PHASE I

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:

SHEET NUMBER(S)	SHEET DESCRIPTION
DIVISION 0 - GENERAL	
0	COVER SHEET
0.10.1	OVERALL PLAN INDEX
0.10.3 - 0.10.6	SHEET PLAN INDEX
0.11.1-0.11.2	SUMMARY OF PAY ITEMS
0.12.1	DRAINAGE MAP - EAST
0.13.1	GENERAL NOTES
0.14.1	OVERALL BENCHMARKS
0.15.1	UTILITY CONFLICT MATRIX
DEMOLITION PLANS	
0.20.1 - 0.20.2	MILLS AVENUE
0.20.3 - 0.20.4	LOWNDE AVENUE
0.20.5 - 0.20.6	WAYNE AVENUE
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0.20.9 - 0.20.10	POLK AVENUE
0.20.11 - 0.20.12	GORDON AVENUE
0.20.13 - 0.20.14	BARTOW AVENUE
0.20.15 - 0.20.16	DECATUR AVENUE
0.20.27 - 0.20.28	NORTH/CRAVATT STREET
0.20.31 - 0.20.33	CAIRO STREET
0.20.34 - 0.20.35	LAMAR STREET
0.20.37 - 0.20.38	ELIASBERG STREET
0.20.40	TALBERT STREET
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1.01.1 - 1.01.5	MILLS AVENUE
1.02.1 - 1.02.5	LOWNDE AVENUE
1.03.1 - 1.03.6	WAYNE AVENUE
1.04.1 - 1.04.6	PAULDING AVENUE
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2.04.1 - 2.04.4	ELIASBERG STREET
2.05.1 - 2.05.2	TALBERT STREET
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3.01.1 - 3.01.5	STORM WATER PONDS LAYOUT
3.01.8 - 3.01.9	LATERAL PROFILES
3.01.11-3.01.13	LITTORAL PLANTING DETAILS
3.02.1 - 3.02.5	DRAINAGE STRUCTURES: TABLES
3.03.1	SANITARY SEWER STRUCTURES: TABLES
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4.03.1 - 4.03.6	WAYNE AVENUE
4.04.1 - 4.04.6	PAULDING AVENUE
4.05.1 - 4.05.4	POLK AVENUE
4.06.1 - 4.06.6	GORDON AVENUE
4.07.1 - 4.07.2	BARTOW AVENUE

4.08.1 - 4.08.6	DECATUR AVENUE
4.14.1 - 4.14.5	NORTH/CRAVATT STREET
4.15.1 - 4.15.3	CAIRO STREET
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7.15.1 - 7.15.3	CAIRO STREET
7.16.1 - 7.16.2	LAMAR STREET
7.17.1 - 7.17.2	ELIASBERG STREET
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8.01.2	SANITARY SEWER
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Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND PHOENIX CONSTRUCTION SERVICES, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Phoenix Construction Services, Inc., a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.094, Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase I ("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:

Ten Million Four Hundred Ninety Seven Thousand One Hundred Twenty Two Dollars and Twenty One Cents

($10,497,122.21)

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 Seven Hundred Thirty (730) 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 Seven Hundred Sixty (760) 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: Plans & Standard Details prepared by or for County and Identified as follows:

SHEET NUMBER(S)	SHEET DESCRIPTION
DIVISION 0 - GENERAL	
0	COVER SHEET
0.10.1	OVERALL PLAN INDEX
0.10.3 - 0.10.6	SHEET PLAN INDEX
0.11.1-0.11.2	SUMMARY OF PAY ITEMS
0.12.1	DRAINAGE MAP - EAST
0.13.1	GENERAL NOTES
0.14.1	OVERALL BENCHMARKS
0.15.1	UTILITY CONFLICT MATRIX
DEMOLITION PLANS	
0.20.1 - 0.20.2	MILLS AVENUE
0.20.3 - 0.20.4	LOWNDE AVENUE
0.20.5 - 0.20.6	WAYNE AVENUE
0.20.7 - 0.20.8	PAULDING AVENUE
0.20.9 - 0.20.10	POLK AVENUE
0.20.11 - 0.20.12	GORDON AVENUE
0.20.13 - 0.20.14	BARTOW AVENUE

0.20.15 - 0.20.16	DECATUR AVENUE
0.20.27 - 0.20.28	NORTH/CRAVATT STREET
0.20.31 - 0.20.33	CAIRO STREET
0.20.34 - 0.20.35	LAMAR STREET
0.20.37 - 0.20.38	ELIASBERG STREET
0.20.40	TALBERT STREET
DIVISION 1 - NORTH-SOUTH AVENUES: PLAN AND PROFILE	
1.01.1 - 1.01.5	MILLS AVENUE
1.02.1 - 1.02.5	LOWNDE AVENUE
1.03.1 - 1.03.6	WAYNE AVENUE
1.04.1 - 1.04.6	PAULDING AVENUE
1.05.1 - 1.05.6	POLK AVENUE
1.06.1 - 1.06.7	GORDON AVENUE
1.07.1 - 1.07.3	BARTOW AVENUE
1.08.1 - 1.08.7	DECATUR AVENUE
DIVISION 2 - EAST-WEST STREETS: PLAN AND PROFILE	
2.01.1 - 2.01.5	NORTH/CRAVATT STREET
2.02.1 - 2.02.7	CAIRO STREET
2.03.1 - 2.03.7	LAMAR STREET
2.04.1 - 2.04.4	ELIASBERG STREET
2.05.1 - 2.05.2	TALBERT STREET
DIVISION 3 - STORM WATER /SANITARY SEWER INFRASTRUCTURE	
3.01.1 - 3.01.5	STORM WATER PONDS LAYOUT
3.01.8 - 3.01.9	LATERAL PROFILES
3.01.11-3.01.13	LITTORAL PLANTING DETAILS
3.02.1 - 3.02.5	DRAINAGE STRUCTURES: TABLES
3.03.1	SANITARY SEWER STRUCTURES: TABLES
DIVISION 4 - CROSS SECTIONS	
4.01.1 - 4.01.5	MILLS AVENUE
4.02.1 - 4.02.4	LOWNDE AVENUE
4.03.1 - 4.03.6	WAYNE AVENUE
4.04.1 - 4.04.6	PAULDING AVENUE
4.05.1 - 4.05.4	POLK AVENUE
4.06.1 - 4.06.6	GORDON AVENUE
4.07.1 - 4.07.2	BARTOW AVENUE
4.08.1 - 4.08.6	DECATUR AVENUE
4.14.1 - 4.14.5	NORTH/CRAVATT STREET
4.15.1 - 4.15.3	CAIRO STREET

4.16.1 - 4.16.3	LAMAR STREET
4.17.1 - 4.17.2	ELIASBERG STREET
4.18.1	TALBERT STREET
DIVISION 5 - STORMWATER POLLUTION PREVENTION PLAN	
5.01.1	SWPPP
5.01.2	EROSION AND SEDIMENT CONTROL: NOTES & DETAILS
DIVISION 6 - MAINTENANCE OF TRAFFIC	
6.01.1 - 6.01.2	STAGING PLANS
6.01.3 - 6.01.4	F.D.O.T. DETAILS
DIVISION 7 - UTILITY RELOCATIONS, SIGNAGE & STRIPING PLANS	
7.01.1 - 7.01.2	MILLS AVENUE
7.02.1 - 7.02.2	LOWNDE AVENUE
7.03.1 - 7.03.2	WAYNE AVENUE
7.04.1 - 7.04.2	PAULDING AVENUE
7.05.1 - 7.05.2	POLK AVENUE
7.06.1 - 7.06.2	GORDON AVENUE
7.07.1 - 7.07.2	BARTOW AVENUE
7.08.1 - 7.08.2	DECATUR AVENUE
7.14.1 - 7.14.2	NORTH/CRAVATT STREET
7.15.1 - 7.15.3	CAIRO STREET
7.16.1 - 7.16.2	LAMAR STREET
7.17.1 - 7.17.2	ELIASBERG STREET
7.18.1	TALBERT STREET
DIVISION 8 - CONSTRUCTION DETAILS	
8.01.1	SITE AND UTILITIES
8.01.2	SANITARY SEWER
8.01.3	STORM SEWER - F.D.O.T. DETAILS
8.01.4	BOARDWALK DETAILS
8.01.5	SW CURB RAMP - F.D.O.T. DETAILS

Exhibit I: Technical Specifications
Emerald Coast Utilities Authority Technical Specifications / May 2016
Escambia County Technical Specifications / February 01, 2015
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:

Phoenix Construction Services, Inc.
1805 Tennessee Avenue
Lynn Haven, Florida 32444
Attention: Ron Golinowsky, 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 Phoenix Construction Services, 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: 12/9/16

CONTRACTOR:
Phoenix Construction Services, Inc., a Florida Corporation, authorized to do business in the State of Florida

ATTEST: Corporate Secretary

By: _____
Secretary

(Corporate Seal)

By: _____

Its: President

Date: December 05, 2016

BCC Approved: November 3, 2016

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

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

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all

activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS.

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).

9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or

changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

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

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

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an

independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(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)

_____

_____
Witness

(Authorized Signature)

_____
(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____

_____
Witnesses

_____

(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(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
   Senior 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 H/Working Drawings / Plans prepared by Engineer and Identified as Follows:

SHEET NUMBER(S)	SHEET DESCRIPTION
DIVISION 0 - GENERAL	
0	COVER SHEET
0.10.1	OVERALL PLAN INDEX
0.10.3 - 0.10.6	SHEET PLAN INDEX
0.11.1-0.11.2	SUMMARY OF PAY ITEMS
0.12.1	DRAINAGE MAP - EAST
0.13.1	GENERAL NOTES
0.14.1	OVERALL BENCHMARKS
0.15.1	UTILITY CONFLICT MATRIX
DEMOLITION PLANS	
0.20.1 - 0.20.2	MILLS AVENUE
0.20.3 - 0.20.4	LOWNDE AVENUE
0.20.5 - 0.20.6	WAYNE AVENUE
0.20.7 - 0.20.8	PAULDING AVENUE
0.20.9 - 0.20.10	POLK AVENUE
0.20.11 - 0.20.12	GORDON AVENUE
0.20.13 - 0.20.14	BARTOW AVENUE
0.20.15 - 0.20.16	DECATUR AVENUE
0.20.27 - 0.20.28	NORTH/CRAVATT STREET
0.20.31 - 0.20.33	CAIRO STREET
0.20.34 - 0.20.35	LAMAR STREET
0.20.37 - 0.20.38	ELIASBERG STREET
0.20.40	TALBERT STREET
DIVISION 1 - NORTH-SOUTH AVENUES: PLAN AND PROFILE	
1.01.1 - 1.01.5	MILLS AVENUE
1.02.1 - 1.02.5	LOWNDE AVENUE
1.03.1 - 1.03.6	WAYNE AVENUE
1.04.1 - 1.04.6	PAULDING AVENUE
1.05.1 - 1.05.6	POLK AVENUE
1.06.1 - 1.06.7	GORDON AVENUE
1.07.1 - 1.07.3	BARTOW AVENUE
1.08.1 - 1.08.7	DECATUR AVENUE
DIVISION 2 - EAST-WEST STREETS: PLAN AND PROFILE	
2.01.1 - 2.01.5	NORTH/CRAVATT STREET
2.02.1 - 2.02.7	CAIRO STREET
2.03.1 - 2.03.7	LAMAR STREET
2.04.1 - 2.04.4	ELIASBERG STREET

2.05.1 - 2.05.2	TALBERT STREET
DIVISION 3 - STORM WATER /SANITARY SEWER INFRASTRUCTURE	
3.01.1 - 3.01.5	STORM WATER PONDS LAYOUT
3.01.8 - 3.01.9	LATERAL PROFILES
3.01.11-3.01.13	LITTORAL PLANTING DETAILS
3.02.1 - 3.02.5	DRAINAGE STRUCTURES: TABLES
3.03.1	SANITARY SEWER STRUCTURES: TABLES
DIVISION 4 - CROSS SECTIONS	
4.01.1 - 4.01.5	MILLS AVENUE
4.02.1 - 4.02.4	LOWNDE AVENUE
4.03.1 - 4.03.6	WAYNE AVENUE
4.04.1 - 4.04.6	PAULDING AVENUE
4.05.1 - 4.05.4	POLK AVENUE
4.06.1 - 4.06.6	GORDON AVENUE
4.07.1 - 4.07.2	BARTOW AVENUE
4.08.1 - 4.08.6	DECATUR AVENUE
4.14.1 - 4.14.5	NORTH/CRAVATT STREET
4.15.1 - 4.15.3	CAIRO STREET
4.16.1 - 4.16.3	LAMAR STREET
4.17.1 - 4.17.2	ELIASBERG STREET
4.18.1	TALBERT STREET
DIVISION 5 - STORMWATER POLLUTION PREVENTION PLAN	
5.01.1	SWPPP
5.01.2	EROSION AND SEDIMENT CONTROL: NOTES & DETAILS
DIVISION 6 - MAINTENANCE OF TRAFFIC	
6.01.1 - 6.01.2	STAGING PLANS
6.01.3 - 6.01.4	F.D.O.T. DETAILS
DIVISION 7 - UTILITY RELOCATIONS, SIGNAGE & STRIPING PLANS	
7.01.1 - 7.01.2	MILLS AVENUE
7.02.1 - 7.02.2	LOWNDE AVENUE
7.03.1 - 7.03.2	WAYNE AVENUE
7.04.1 - 7.04.2	PAULDING AVENUE
7.05.1 - 7.05.2	POLK AVENUE
7.06.1 - 7.06.2	GORDON AVENUE
7.07.1 - 7.07.2	BARTOW AVENUE
7.08.1 - 7.08.2	DECATUR AVENUE

7.14.1 - 7.14.2	NORTH/CRAVATT STREET
7.15.1 - 7.15.3	CAIRO STREET
7.16.1 - 7.16.2	LAMAR STREET
7.17.1 - 7.17.2	ELIASBERG STREET
7.18.1	TALBERT STREET
DIVISION 8 - CONSTRUCTION DETAILS	
8.01.1	SITE AND UTILITIES
8.01.2	SANITARY SEWER
8.01.3	STORM SEWER - F.D.O.T. DETAILS
8.01.4	BOARDWALK DETAILS
8.01.5	SW CURB RAMP - F.D.O.T. DETAILS

Exhibit I/Technical Specifications

Emerald Coast Utilities Authority Technical Specifications / May 2016

Escambia County Technical Specifications / February 01, 2015

Exhibit J/Supplemental Terms and Conditions

Not Used

Exhibit K/Federal Documents

Davis-Bacon Requirements:

- General Decision Number: FL160208 (related to Davis-Bacon Rates)
- Attachment C, Statement of Assurances, Section (e), complying with Contract Work Hours and Safety Standards Act of 1962 and Federal Fair Labor Standards Act
- Attachment J, Contract Provisions, Section 3, Davis-Bacon Act

General Decision Number: FL160208 01/08/2016 FL208

Superseded General Decision Number: FL20150208

State: Florida

Construction Type: Highway

County: Escambia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUFL2013-026 08/19/2013

	Rates	Fringes
CARPENTER	$ 13.71	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 12.33	0.00
ELECTRICIAN	$ 22.11	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 13.81	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 16.24	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist)	$ 11.51	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 12.16	0.00

LABORER: Common or General	$ 10.84	0.00
LABORER: Flagger	$ 10.25	0.00
LABORER: Grade Checker	$ 10.83	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.81	0.00
LABORER: Pipelayer	$ 11.70	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 13.55	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 14.07	0.00
OPERATOR: Broom/Sweeper	$ 11.10	1.89
OPERATOR: Bulldozer	$ 14.25	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 21.23	0.00
OPERATOR: Curb Machine	$ 19.21	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 12.29	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 16.09	0.00
OPERATOR: Loader	$ 12.46	0.00
OPERATOR: Mechanic	$ 15.84	0.00
OPERATOR: Milling Machine	$ 13.29	1.92
OPERATOR: Oiler	$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 13.15	0.00
OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 17.02	0.00
OPERATOR: Roller	$ 12.31	0.00
OPERATOR: Scraper	$ 12.01	0.00
OPERATOR: Screed	$ 14.71	0.00
OPERATOR: Trencher	$ 16.04	0.00

PAINTER: Spray	$ 19.57	0.00
TRUCK DRIVER: Dump Truck	$ 11.00	0.00
TRUCK DRIVER: Flatbed Truck	$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck	$ 13.35	0.00
TRUCK DRIVER: Slurry Truck	$ 11.96	0.00
TRUCK DRIVER: Water Truck	$ 12.90	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

ATTACHMENT J
Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.

16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**

17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.

19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.

22. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.

23. **Trafficking Victim Protection Act of 2000,** the following Prohibition Statement must be included in any award of these funds to a private entity. "You as the recipient, your employees, subrecipients under this Agreement, and subrecipient's employees may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of this Agreement or subawards under this Agreement.

24. **Registrations and Identification Information,** the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

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COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. See Page 47.

21. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and BKW, Inc., per the terms and conditions of PD 15-16.099, Shadow Grove Subdivision Drainage Improvements, for a lump sum of $1,071,051.81 (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330493, Object Code 54612/56301, Project Code ESDPW09).

22. Taking the following action concerning the contract award for Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase I (Funding: Fund 118, National Fish & Wildlife Foundation Ph1, Cost Center 222002, Object Code 56301 – $4,977,250; Fund 110, FDEP 319 Grant Ph1, Cost Center 221024, Object Code 56301 – $500,000; Fund 352, Emerald Coast Utilities Authority [ECUA] Ph1, Cost Center 210107, Object Code 56301, Project Number 08EN0272 – $3,562,947.75; Fund 352, Local Option Sales Tax [LOST] III, Cost Center 222002, Cost Center 210107, Object Code 56301, Project Number 08EN0272 – $1,347,599; Fund 151, CRA Ph1 Sidewalks, Cost Center 370114, Object Code 56301 – $109,325; and Fund 352, ECUA LOST, Cost Center 210107, Object Code 56301, Project Number 08EN0272 – $28,384):

    A Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Phoenix Construction Services, Inc., per the terms and conditions of PD 15-16.94, Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase I, for a lump sum of $10,497,122.21;

    B. Approving Amendment No. 1 to the Interlocal Cost-Sharing Agreement between the Emerald Coast Utilities Authority and the County of Escambia for construction services for the Beach Haven Northeast Drainage, Roadway, and Sanitary Sewer Improvement Project Phase 1; and

    C. Authorizing the Chairman or Vice Chairman to sign the amended Interlocal Cost-Sharing Agreement.

23. See Page 48.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14948 **County Administrator's Report 10. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Donation to Epps Christian Center Ministries
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Donation from District 4 Discretionary Funds for Epps Christian Center Ministries for their Thanksgiving Meal for the Community - Commissioner Grover C. Robinson, IV, District 4

That the Board approve the contribution of $2,000 of discretionary funds by Commissioner Grover Robinson to the Epps Christian Center Ministries to assist them with their Thanksgiving Meal for the Community.

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

BACKGROUND:

The Epps Christian Center Ministries is a 501-C3 organization that reaches out to the hungry, homeless and hurting in the community. Throughout the year they provide healthy and nutritious meals to all who come through their doors. They are committed to improving the quality of life and restoring the dignity of those they serve by providing a hot meal to any member of the community in need of one.

For the past 10 years, they have partnered with Council on Aging, Meals on Wheels, and the Englewood Community to provide a wholesome Thanksgiving Meal for the Community. This is an "Open Table" event where everyone who needs a meal is welcome. They also provide delivery services to senior citizens who cannot get out to get a meal. They anticipate serving over 500 individuals and families during their Thanksgiving event.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2018-2019 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a purchase order will be issued by the County Administrator's Office.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14962 **County Administrator's Report 10. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Donation from District 4 Discretionary Funds for "Back on the Blocks Festival 2018"
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation from District 4 Discretionary Funds for "Back on the Blocks Festival 2018" - Commissioner Grover C. Robinson, IV, District 4

That the Board approve the contribution of $5,000 of discretionary funds by Commissioner Grover Robinson to the Truth For Youth, Belmont Cultural Center for the “Back On The Blocks Festival 2018.”

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

BACKGROUND:

The Truth For Youth, Belmont Cultural Center was acquired in 2019 and now celebrates its centennial birthday. The building was built in 1918 as Bennette’s Bakery, then Reed’s Bakery, then Smith’s Bakery. Through fundraising efforts like the “Back on The Blocks Festival 2018” renovation plans include the construction of another bakery. The entire Belmont-DeVilliers neighborhood was the home of the Black Business District and the Chitlin Circuit. May African- American musicians, such as Louis Armstrong, James Brown, Ike & Tina Turner, Ray Charles and many others, played there. This year Foo Foo, along with funds from ACE and tourism dollars, funded $10,000 for the festival. The cost of the festival is approximately $25,000 annually to conduct, so sponsorships and other fundraising efforts assists with these expenses.

Now in its 5th year of celebrating Foo Foo, and the “CULTURAL FLAVOR” of this historic neighborhood- the BACK ON THE BLOCKS FESTIVAL continues to encourage tourists to "VACATION CULTURALLY" while visiting the Pensacola

region. This event has become a culturally creative space for residents to enjoy walking to; a culturally creative place for tourists to enjoy traveling to; and a culturally creative face for visitors to enjoy having an attraction to. The Old Smith's Bakery is the setting and Truth For Youth home to this Centennial lifeline that's celebrated in this cultural hub at the corners of Belmont and DeVilliers.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14726 **County Administrator's Report 10. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Recommendation to approve Contract between Board of County Commissioners and Florida Department of Health in Escambia County 2018/19
From: John J. Lanza, MD, PhD, MPH, FAAP, Director
Organization: Florida Dept. of Health in Esc. Co.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, FHPS, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2018-2019:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the Contract year of October 1, 2018, through September 30, 2019; and

B. Authorize the Chairman to sign the Resolution and the Contract.

BACKGROUND:

Annually, the Escambia County Board of County Commissioners and the State of Florida, Department of Health enter into a contract for the operation of the Escambia County Health Department, as authorized by Florida Statutes, Chapter 154.

BUDGETARY IMPACT:

The Escambia County Board of County Commissioners agrees to appropriate $337,649 to Escambia County Health Department for the fiscal year October 1, 2018 through September 30, 2019.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01 Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary care for special populations...The Department of Health shall enter into contracts with several counties for the purposes of this part."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This recommendation requires the approval of the recommended Resolution and requires that the Board Chairman sign the attached contract.

Attachments

Resolution FDOH Contract

FDOH Contract 18-19

RESOLUTION NUMBER R2018-____

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF CERTAIN MEDICAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of §154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into a contractual agreement for the provision of certain medical services with the State of Florida, Department of Health, Escambia County Health Department; and

WHEREAS, the Board of County Commissioners has considered the contract by and between the Escambia County Health Department and the Escambia County Board of County Commissioners and has determined the contract to be reasonable; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County that this contract be approved.

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

Section 1. That the attached contract dated October 1, 2018, between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department hereby is approved as presented.

Section 2. 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

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/24/18

CONTRACT BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
ESCAMBIA COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2018-2019

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Escambia County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2018.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Escambia County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2018, through September 30, 2019, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds

and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ 8,431,303 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C).* The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $337,649 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).*

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Escambia County
1295 W. Fairfield Drive
Pensacola, FL 32501

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These

records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;

iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Escambia County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems

shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

i. March 1, 2019 for the report period October 1, 2018 through December 31, 2018;

ii. June 1, 2019 for the report period October 1, 2018 through March 31, 2019;

iii. September 1, 2019 for the report period October 1, 2018 through June 30, 2019; and

iv. December 1, 2019 for the report period October 1, 2018 through September 30, 2019.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2019, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:	For the County:
Linda Moyer	Stephan Hall
Name	Name
Public Health Services Manager	Budget Manager
Title	Title
1295 W. Fairfield Drive	221 Palafox Place
Pensacola, FL 32501	Pensacola, FL 32502
Address	Address
(850) 595-6500 X1010	(850) 595-4954
Telephone	Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved _____

Approved as to form and legal sufficiency:

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY: _____ for:

NAME: Celeste Philip, MD, MPH

TITLE: Surgeon General and Secretary

DATE: 9/10/18

SIGNED BY: _____

NAME: John J Lanza,MD, PhD, MPH, FAAP, FHPS

TITLE: CHD Director

DATE: 08 23 18

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/20/18

ATTACHMENT I

ESCAMBIA COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/18	166113	1360782	1526895
2. Drawdown for Contract Year October 1, 2018 to September 30, 2019	-166113	-409079	-575192
3. Special Capital Project use for Contract Year October 1, 2018 to September 30, 2019	0	-90000	-90000
4. Balance Reserved for Contingency Fund October 1, 2018 to September 30, 2019	0	861703	861703

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2018 to September 30, 2019

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040	AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	115,715	0	115,715	0	115,715
015040	CHD - TB COMMUNITY PROGRAM	130,911	0	130,911	0	130,911
015040	SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	26,767	0	26,767	0	26,767
015040	FAMILY PLANNING GENERAL REVENUE	69,120	0	69,120	0	69,120
015040	HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL	37,162	0	37,162	0	37,162
015040	PRIMARY CARE PROGRAM	321,792	0	321,792	0	321,792
015040	SCHOOL HEALTH SERVICES - GENERAL REVENUE	363,061	0	363,061	0	363,061
015050	CHD GENERAL REVENUE NON-CATEGORICAL	3,486,808	0	3,486,808	0	3,486,808
GENERAL REVENUE TOTAL		4,651,336	0	4,651,336	0	4,651,336
2. NON GENERAL REVENUE - STATE						
015010	ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	16,615	0	16,615	0	16,615
015010	PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	19,000	0	19,000	0	19,000
015010	TOBACCO STATE AND COMMUNITY INTERVENTIONS	185,816	0	185,816	0	185,816
NON GENERAL REVENUE TOTAL		221,431	0	221,431	0	221,431
3. FEDERAL FUNDS - STATE						
007000	BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	92,649	0	92,649	0	92,649
007000	WIC BREASTFEEDING PEER COUNSELING PROG	97,347	0	97,347	0	97,347
007000	COASTAL BEACH WATER QUALITY MONITORING	10,923	0	10,923	0	10,923
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000	CMS-MCH PURCHASED CLIENT SERVICES	18,812	0	18,812	0	18,812
007000	FAMILY PLANNING TITLE X - GRANT	121,905	0	121,905	0	121,905
007000	IMMUNIZATION FIELD STAFF	6,000	0	6,000	0	6,000
007000	IMMUNIZATION ACTION PLAN	75,164	0	75,164	0	75,164
007000	MCH SPECIAL PRJCT UNPLANNED PREGNANCY	48,214	0	48,214	0	48,214
007000	BASE COMMUNITY PREPAREDNESS CAPABILITY	246,766	0	246,766	0	246,766
007000	BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	124,451	0	124,451	0	124,451
007000	AIDS PREVENTION	237,846	0	237,846	0	237,846
007000	IMPROVING STD PROGRAMS	73,450	0	73,450	0	73,450
007000	FLORIDA STD SURVEILLANCE NETWORK PART A	12,700	0	12,700	0	12,700
007000	WIC PROGRAM ADMINISTRATION	1,551,527	0	1,551,527	0	1,551,527
015075	INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	2,750	0	2,750	0	2,750
015075	SUPPLEMENTAL SCHOOL HEALTH	498,023	0	498,023	0	498,023
015075	REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	120	0	120	0	120
015075	REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	1,000	0	1,000	0	1,000
018005	RYAN WHITE TITLE II ADAP DRUG REBATES	37,343	0	37,343	0	37,343
018005	RYAN WHITE TITLE II ADAP DRUG REBATES	12,448	0	12,448	0	12,448
018005	AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	149,143	0	149,143	0	149,143
018005	RYAN WHITE TITLE II CARE GRANT	104,955	0	104,955	0	104,955
FEDERAL FUNDS TOTAL		3,558,536	0	3,558,536	0	3,558,536
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2018 to September 30, 2019

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001020 CHD STATEWIDE ENVIRONMENTAL FEES	288,306	0	288,306	0	288,306
001092 CHD STATEWIDE ENVIRONMENTAL FEES	241,800	0	241,800	0	241,800
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	16,000	0	16,000	0	16,000
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	4,720	0	4,720	0	4,720
001206 SEPTIC TANK RESEARCH SURCHARGE	306	0	306	0	306
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	6,750	0	6,750	0	6,750
001206 DRINKING WATER PROGRAM OPERATIONS	30	0	30	0	30
001206 REGULATION OF BODY PIERCING SALONS	295	0	295	0	295
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	2,700	0	2,700	0	2,700
001206 MOBILE HOME & RV PARK FEES	2,700	0	2,700	0	2,700
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	563,607	0	563,607	0	563,607
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	166,113	0	166,113	0	166,113
OTHER CASH CONTRIBUTION TOTAL	166,113	0	166,113	0	166,113
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	2,293,281	2,293,281	0	2,293,281
MEDICAID TOTAL	0	2,293,281	2,293,281	0	2,293,281
7. ALLOCABLE REVENUE - STATE:					
	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	1,133,143	1,133,143
PHARMACY DRUG PROGRAM	0	0	0	32,532	32,532
WIC PROGRAM	0	0	0	5,846,611	5,846,611
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	37,864	37,864
IMMUNIZATIONS	0	0	0	1,456,538	1,456,538
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	8,506,688	8,506,688
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	337,649	337,649	0	337,649
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	337,649	337,649	0	337,649
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	165,000	165,000	0	165,000
001094 CHD LOCAL ENVIRONMENTAL FEES	0	176,037	176,037	0	176,037
001110 VITAL STATISTICS CERTIFIED RECORDS	0	400,000	400,000	0	400,000
FEES AUTHORIZED BY COUNTY TOTAL	0	741,037	741,037	0	741,037
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	702,524	702,524	0	702,524
001090 CHD CLINIC FEES	0	4,050	4,050	0	4,050

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2018 to September 30, 2019

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
005000	CHD LOCAL REVENUE & EXPENDITURES	0	11,000	11,000	0	11,000
008050	SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	100,141	100,141	0	100,141
010300	STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	2,000	2,000	0	2,000
010300	PETROLEUM STORAGE TANK DEP COMPLIANCE CONTRACT	0	301,261	301,261	0	301,261
010500	CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	100,000	100,000	0	100,000
011000	INDIGENT CARE PROGRAM	0	60,000	60,000	0	60,000
011001	CHD HEALTHY START COALITION CONTRACT	0	842,943	842,943	0	842,943
015020	PETROLEUM STORAGE TANK CLEANUP CONTRACT	0	1,000,947	1,000,947	0	1,000,947
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	409,079	409,079	0	409,079
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	3,533,945	3,533,945	0	3,533,945
12. ALLOCABLE REVENUE - COUNTY						
		0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL		0	0	0	0	0
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
	UTILITIES	0	0	0	0	0
	BUILDING MAINTENANCE	0	0	0	0	0
	GROUNDS MAINTENANCE	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL		0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY						
	EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
	VEHICLE INSURANCE	0	0	0	0	0
	VEHICLE MAINTENANCE	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL		0	0	0	0	0
GRAND TOTAL CHD PROGRAM		9,161,023	6,905,912	16,066,935	8,506,688	24,573,623

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2018 to September 30, 2019

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st	2nd (Whole dollars only)	3rd	4th	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	7.48	6,992	9,159	125,339	146,193	125,339	146,194	112,211	430,854	543,065
SEXUALLY TRANS. DIS. (102)	9.46	1,650	2,745	133,856	156,127	133,856	156,127	579,966	0	579,966
HIV/AIDS PREVENTION (03A1)	6.89	0	845	96,104	112,094	96,104	112,093	416,395	0	416,395
HIV/AIDS SURVEILLANCE (03A2)	1.42	0	6	21,571	25,160	21,571	25,159	93,461	0	93,461
HIV/AIDS PATIENT CARE (03A3)	5.73	8	28	86,315	100,676	86,315	100,676	373,982	0	373,982
ADAP (03A4)	4.32	8	159	53,575	62,489	53,575	62,489	232,128	0	232,128
TUBERCULOSIS (104)	2.13	3	154	42,452	49,515	42,452	49,515	175,618	8,316	183,934
COMM. DIS. SURV. (106)	3.19	0	4,562	58,050	67,708	58,050	67,707	251,515	0	251,515
HEPATITIS (109)	0.96	280	297	12,797	14,926	12,797	14,926	55,446	0	55,446
PREPAREDNESS AND RESPONSE (116)	5.89	0	108	101,559	118,456	101,559	118,456	440,030	0	440,030
REFUGEE HEALTH (118)	0.02	1	1	373	435	373	434	1,615	0	1,615
VITAL RECORDS (180)	3.71	21,096	45,417	48,603	56,690	48,603	56,690	0	210,586	210,586
COMMUNICABLE DISEASE SUBTOTAL	51.20	30,038	63,481	780,594	910,469	780,594	910,466	2,732,367	649,756	3,382,123
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	12.88	14,354	1,326	261,917	305,494	261,917	305,495	1,122,273	12,550	1,134,823
WIC (21W1)	30.13	13,004	111,299	455,466	531,246	455,466	531,247	1,944,074	29,351	1,973,425
TOBACCO USE INTERVENTION (212)	2.41	0	100	50,070	58,400	50,070	58,400	214,589	2,351	216,940
WIC BREASTFEEDING PEER COUNSELING (21W2)	3.52	0	5,363	33,851	39,484	33,851	39,484	143,235	3,435	146,670
FAMILY PLANNING (223)	9.55	1,301	2,361	148,349	173,031	148,349	173,030	272,492	370,267	642,759
IMPROVED PREGNANCY OUTCOME (225)	0.22	0	86	2,293	2,674	2,293	2,673	0	9,933	9,933
HEALTHY START PRENATAL (227)	8.40	1,484	5,380	140,705	164,116	140,705	164,116	0	609,642	609,642
COMPREHENSIVE CHILD HEALTH (229)	5.76	1,370	2,031	108,482	126,530	108,482	126,530	422,840	47,184	470,024
HEALTHY START CHILD (231)	7.21	941	3,755	104,912	122,367	104,912	122,366	0	454,557	454,557
SCHOOL HEALTH (234)	12.78	0	687,592	262,127	305,739	262,127	305,739	1,023,145	112,587	1,135,732
COMPREHENSIVE ADULT HEALTH (237)	7.15	437	1,139	101,430	118,306	101,430	118,306	210,115	229,357	439,472
COMMUNITY HEALTH DEVELOPMENT (238)	1.42	0	76	22,302	26,013	22,302	26,014	96,631	0	96,631
DENTAL HEALTH (240)	2.50	9,122	21,151	539,549	629,318	539,549	629,318	0	2,337,734	2,337,734
PRIMARY CARE SUBTOTAL	103.93	42,013	841,659	2,231,453	2,602,718	2,231,453	2,602,718	5,449,394	4,218,948	9,668,342
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.65	429	429	12,257	14,296	12,257	14,297	47,302	5,805	53,107
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.07	14	44	1,055	1,231	1,055	1,232	4,325	248	4,573
PUBLIC WATER SYSTEM (358)	0.01	0	4	257	300	257	299	1,063	50	1,113
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	5.53	812	1,839	105,378	122,911	105,378	122,911	236,690	219,888	456,578
Group Total	6.26	1,255	2,316	118,947	138,738	118,947	138,739	289,380	225,991	515,371
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.73	0	83	9,940	11,594	9,940	11,595	40,316	2,753	43,069
FOOD HYGIENE (348)	1.36	349	765	21,105	24,616	21,105	24,617	52,440	39,003	91,443

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2018 to September 30, 2019

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st	2nd	3rd	4th	State	County	Grand Total
				(Whole dollars only)						
BODY PIERCING FACILITIES SERVICES (349)	0.12	9	39	1,690	1,972	1,690	1,972	6,875	449	7,324
GROUP CARE FACILITY (351)	0.70	230	358	11,136	12,989	11,136	12,988	28,845	19,404	48,249
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.97	236	698	15,023	17,523	15,023	17,523	61,371	3,721	65,092
POOLS/BATHING PLACES (360)	2.43	438	1,090	42,638	49,732	42,638	49,733	125,303	59,438	184,741
BIOMEDICAL WASTE SERVICES (364)	2.05	426	1,227	29,140	33,989	29,140	33,989	118,398	7,860	126,258
TANNING FACILITY SERVICES (369)	0.04	13	13	660	769	660	769	2,723	135	2,858
Group Total	8.40	1,701	4,273	131,332	153,184	131,332	153,186	436,271	132,763	569,034
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	22.27	461	1,183	372,277	434,216	372,277	434,217	122,985	1,490,002	1,612,987
SUPER ACT SERVICES (356)	0.16	8	16	2,440	2,846	2,440	2,845	7,964	2,607	10,571
Group Total	22.43	469	1,199	374,717	437,062	374,717	437,062	130,949	1,492,609	1,623,558
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.09	0	4	1,600	1,866	1,600	1,865	465	6,466	6,931
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	1.29	33,901	2,219	17,891	20,868	17,891	20,867	72,556	4,961	77,517
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	0	0	0	0	0	0	0
RABIES SURVEILLANCE (366)	0.77	19	659	12,068	14,076	12,068	14,077	12,288	40,001	52,289
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.07	0	72	946	1,104	946	1,104	3,852	248	4,100
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	26,884	31,357	26,884	31,358	0	116,483	116,483
Group Total	2.22	33,920	2,954	59,389	69,271	59,389	69,271	89,161	168,159	257,320
ENVIRONMENTAL HEALTH SUBTOTAL	39.31	37,345	10,742	684,385	798,255	684,385	798,258	945,761	2,019,522	2,965,283
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	7,732	9,018	7,732	9,019	33,501	0	33,501
MEDICAID BUYBACK (611)	0.00	0	0	4,082	4,761	4,082	4,761	0	17,686	17,686
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	11,814	13,779	11,814	13,780	33,501	17,686	51,187
TOTAL CONTRACT	194.44	109,396	915,882	3,708,246	4,325,221	3,708,246	4,325,222	9,161,023	6,905,912	16,066,935

ATTACHMENT III

ESCAMBIA COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.

2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Attachment IV

Fiscal Year - 2018 - 2019

Escambia County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Offical Building Name (if applicable) (Admin, Clinic, Envn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
1295 W. Fairfield Drive, Pensacola, FL 32501	Main (Admin, Health Clinics, HIV/AIDS, Vital Statistics, Preparedness and Response,WIC)	N/A		Escambia County	43582	144
8390 N. Palafox Street, Pensacola, FL 32534	Northside (Dental Clinic, School Health, Tobacco, WIC)	N/A		Escambia County	16658	45
1300 W. Gregory Street, Pensacola, FL 32502	Downtown Center (Accounting, Environmental Health, Epidemiology)	4393	Bd of Trustees of the Internal Improvement Trust Fd of the SOF	TIITF/Dept of Military Affairs	22679	51
3470 Highway 29 North, Cantonment, FL 32533	Molino (Dental Clinic, WIC)	N/A		Escambia County	4743	7
6600 West Highway 98, Pensacola, FL 32512	Naval Hospital Center (WIC)	N/A		U.S. Navy	230	2
511 Church Street, Century, FL 32535	Healthy Start Coalition	N/A		Escambia County	200	2

Facility *- a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilites. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.*

ATTACHMENT V
ESCAMBIA COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	STATE	COUNTY	TOTAL
2017-2018*	$ 0	$ 0	$ 0
2018-2019**	$ 0	$ 90000	$ 90000
2019-2020***	$ 0	$ 0	$ 0
2020-2021***	$ 0	$ 0	$ 0
PROJECT TOTAL	$ 0	$ 90000	$ 90000

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: 71817100

PROJECT NAME: Fire Alarm System

LOCATION/ADDRESS: 1300 West Gregory Street, Pensacola

PROJECT TYPE:

NEW BUILDING		ROOFING	
RENOVATION		PLANNING STUDY	
NEW ADDITION		OTHER	X

SQUARE FOOTAGE: 0

PROJECT SUMMARY: *Design and install a fire alarm system in a two-story, 25,000 SF structure to include voice notification in the event of emergencies and carbon monoxide detection*

START DATE *(Initial expenditure of funds)* : 9/1/2018

COMPLETION DATE: 10/31/2018

DESIGN FEES: $ 12,000.00

CONSTRUCTION COSTS: $ 78,000.00

FURNITURE/EQUIPMENT: $ -

TOTAL PROJECT COST: $ 90,000.00

COST PER SQ FOOT: $ -

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/18
** Cash to be transferred to FCO account.
*** Cash anticipated for future contract years.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14921 **County Administrator's Report 10. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Federally-Funded Subaward and Grant Agreement for Lake Charlene Drainage Improvement Project
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency, and Florida Division of Emergency Management Hazard Mitigation Grant Program for the Construction of the Lake Charlene Drainage Improvements Project - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), and Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program (HMGP) Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-19-A, from the Florida Division of Emergency Management (FDEM), for the construction of the Lake Charlene Drainage Improvements Project:

A. Approve and Authorize the Chairman to execute Federally-Funded Subaward and Grant Agreement #18HM-H4-01-27-01-XXX, Project #4177-19-A, for the construction of the Lake Charlene Drainage Improvements Project; and

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.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement: S *ection (22) Mandated Conditions, subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."*

[Funding for the project is 100% federal funding, due to leveraged funds from 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, for all Escambia County 4177 disaster declaration HMGP projects.]

This project is located in Commission District 2.

BACKGROUND:

At the regular scheduled Board of County Commissioners (BCC) meeting on November 6, 2014, the Lake Charlene Area of the Warrington Basin Study, PD 13-14.081, was awarded to HDR Engineering, Inc. by the BCC. HDR's task order included a study and grant application for this proposed mitigation project, with the goal to modify existing stormwater facilities and infrastructure to increase efficiency, add capacity and improve conveyance within the drainage area. At the regularly scheduled BCC meeting on December 11, 2014, the board approved submittal of this project for HMGP funding consideration. HDR submitted the HMGP application on March 6, 2015. FDEM awarded the design phase grant and the BCC approved the grant agreement on June 16, 2016. That HMGP grant agreement provided for reimbursement funding for $314,274.00 for the Phase 1 design phase of the project. At the regularly scheduled meeting on August 4, 2016, the BCC approved a design scope change order with HDR for $295,181.73 to complete design plans specified in the grant.

Design deliverables were submitted to FDEM on January 6, 2015 for review, less regulatory permits. All permits from the Army Corps of Engineers (ACOE), FDEP, and Florida Department of Transportaion (FDOT) have since been approved for the project, with the most recent approval by FDOT. FDEM has reviewed all design deliverables and approved Phase 2 construction, to be funded by this HMGP grant agreement.

The project will resolve repetitive flooding problems that have occurred since the 1970's affecting 266 homes and generating a loss of roadway function for up to 48 hours during rain events. All project activities will be executed in compliance with applicable codes and regulations. The completed project shall provide protection against a 50-year storm event per grant requirements, protect 75 structures from flooding, and reduce flooding frequency for 266 properties during a 100-year storm event. This project will improve stormwater management systems in the associated drainage area and prevent or reduce future flood damage similar to what was experienced in the April 2014, June 2012, April 2005, September 1998, and other severe storm events.

This grant agreement is 100% federally funded for Phase 2 construction

improvements for $2,101,252.00. Funding match was leverage as a global match under the Beach Haven Northeast Phase 1 project. The agreement period of performance for construction extends to March 31, 2020.

Phase II construction proposes to construct approximately 1,635 feet of double 60-inch concrete pipe to 61st Avenue, 813 feet of 66-inch pipe and an additional 110 feet of 60-inch pipe to the final outfall located south of US 98.

The Lake Charlene area was developed from 1961 to 1994. In response to a March 1979 flooding event, a 30" pipe with sluice gate was installed by the developer, parallel to a 43"x64" elliptical corrugated metal outfall pipe (ECMP); the 30" corrugated metal pipe (CMP) was placed at a lower elevation so that Lake Charlene Home Owners Association (LCHOA) could manually lower the lake elevation by 2 feet and provide additional lake capacity to a lower flood stage.

Escambia County provided several drainage improvements in the basin, starting in 1992 with the 61st Avenue Pond to manage runoff from the neighboring ballpark and 61st Avenue and in 2001 with the two (2) Myrtle Hill Circle-Ballparks stormwater retention ponds. In 2006 the 1979 Sluice Gate and 2 CMP's deteriorated and the County replaced them with the current 66" outfall pipe and existing sluice gate.

Other projects in the basin following the 2006 sluice gate project, include the 2012 Lago Vista & 72nd Avenue whereby an existing failed CMP cross drain was replaced, and a stormwater storage area was added on the west side of 72nd Avenue for flooding reduction of several Lago Vista apartment units. In 2013 and 2014, Myrtle Grove Ballpark Park improvements including paving of dirt parking areas, and 4 additional stormwater retention ponds were constructed to handle the 25-year storm event and reduce downgradient impacts to Lake Charlene. In 2014, the Lake Charlene Outfall Ditch Project included regrading and lining of the outfall ditch to prevent vegetation overgrowth and improve outflow capacity.

Staff held two separate public meetings, one in August 2015, and one in April 2017. In response to concerns expressed by the home owners at the April 2017 public meeting, the County initiated the design of the "Lake Charlene Sediment Catchment" project. Plans are complete and this feature will also be bid as a treatment unit in line to the existing 60" inflow pipe to Lake Charlene on the West side of the Lake.

BUDGETARY IMPACT:

Funding for the project is 100% federal funding, due to leveraged funds from 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, for all Escambia County 4177 disaster declaration HMGP projects.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the agreement and signed-off for legal sufficiency, and has requested that the board be made aware of the agreement language in Section 22, 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 the agreement shall be in the Circuit Court of Leon County."*

PERSONNEL:

Public Works Department / Engineering Division staff will manage this grant. Legal staff will also be necessary to acquire the drainage easement from the Lake Charlene Home Owners Association for the project construction to proceed.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy Section 11.A requires Board approval of grants.

IMPLEMENTATION/COORDINATION:

Public Works Department / Engineering Division staff will also administer the grant, as required by the contract agreement, and will coordinate with the County Attorney's Office for easement acquisition from the Lake Charlene Home Owners Association for this project.

Attachments

BCC 08 04 2016
BCC 06 16 2016
BCC 12 11 2014
BCC 11 06 2014
Subaward and Grant Agreement
Offer letter
Offer letter rejection

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. PD 15-16.055

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson absent, approving, and authorizing the County Administrator to sign, the Agreement for Consulting Services between Escambia County, Florida, and Evergreen Solutions, LLC, per the terms and conditions of PD 15-16.055, Job Classification and Compensation Study, for a lump sum of $79,500 (Funding: Fund 001, General Fund, Cost Center 110201, Non-Departmental).

Speaker(s):

Larry Downs, Jr.

29. PD 13-14.081

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson absent, taking the following action regarding Contract PD 13-14.081, Lake Charlene Area of Warrington Basin Study (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210121, Object Code 56301, Project #16EN2602):

A. Approving the proposed scope and negotiated Contract amount with HDR Engineering, Inc., as per Section 6.1, "Additional Services and Changes in Scope of Work," to include final engineering and plans preparation of potential design alternatives as an additional service associated with the Study;

B. Authorizing staff to amend the Agreement with HDR Engineering, Inc., to add final engineering and plans preparation of potential design alternatives as an additional service associated with the Study;

(Continued on Page 53)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Continued…

C. Authorizing the County Administrator to sign the Amendment; subject to Legal review and sign-off; and

D. Authorizing the County Administrator execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$295,181.73
Project Name:	Lake Charlene Area of Warrington Basin Study
Contract:	13-14.081
Purchase Order No.:	150758
Change Order No.:	3
Original Award Amount:	$133,746.77
Cumulative Amount of Change Orders through this Change Order:	$310,432.37
New Contract Total:	$444,179.14

Speaker(s):

Nora Garono
Bernie Vanosdall
Margaret Welch Murphy

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

11. Recommendation: That the Board amend its action of June 2, 2016, appointing Gregory Farrar to the Escambia County Value Adjustment Board, to correct, due to a scrivener's error, the term of the appointment, from a four-year term to a one-year term, effective June 10, 2016, through June 9, 2017.

Approved 5-0

II. BUDGET/FINANCE CONSENT AGENDA

1. 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.

Approved 5-0 to drop

2. Recommendation: That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the 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. Approve 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. Approve 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 13)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Continued...

C. Approve 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. Ratify 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. Authorize the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

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

G. Accept, 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."

Approved 5-0

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the Delano Drainage Area Project and the Lake Charlene Warrington Drainage Area Project (Funding: funding for the 25% match is available in Fund 352, Local Option Sales Tax [LOST] III, Project Number 12EN1763):

A. Authorize submittal of the following projects and approve funding of the 25% match, as available in Fund 352, LOST III:

Delano Drainage Area:

This proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity as well as acquire and improve new sites to add capacity within the drainage area. Construction of this project is planned in four phases, although necessary work at each site may be initiated and conducted in parallel from a timing perspective.

The proposed project will reduce the 25-year/24-hour flood stage significantly, thereby preventing recurring flood impacts to infrastructure and to a number of buildings. Many of these structures will be entirely protected from future flood events, which eliminates future flood damage. The original Delano Street drainage area was bound by Fairfield Drive, Pace Boulevard, Massachusetts Avenue, and "W" Street. The project area was expanded due to flooding from the June 2012 and April 2014 storm events, to include consideration of down-gradient areas of the "L" Street Pond, Leonard Street, “M” Street just south of St. Mary Avenue, the "L" Street drainage system from Herman Street to Leonard Street, a portion of Fairfield Drive and Pace Boulevard’s drainage system within the contributing drainage basin, Herman Street from Pace Boulevard to Palafox Street, and an old pit/pond on Herman Street. Drainage improvements for this project will address flooding of multiple properties, including Escambia County Sheriff’s property - the Central Booking & Detention Facility, the recently built Waterfront Mission, the former Gulf Winds Credit Union building, and other businesses in this focus area.

Estimated Cost in application: $4,133,772.90

(Continued on Page 47)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

A. Continued…

Lake Charlene Warrington Drainage Area:

This proposed mitigation project will modify existing stormwater facilities and infrastructure to increase efficiency and capacity to add capacity and/or improve conveyance within the drainage area. The goal of the current study is to provide conceptual drainage alternatives and cost estimates, considering existing stormwater data, limited new data collection, and rainfall event analysis. The primary drainage analysis will focus on flooding solutions around the properties, roadways, and infrastructure adjoining and within the vicinity of the Lake Charlene water body and Bridle Trail Estates pond, including but limited to, Lake Charlene Terrace, Lake Charlene Drive, Lake Charlene Lane, Clydesdale Drive, 61st Avenue, Arabian Drive, Arabian Circle, Bunker Hill Drive, Bunker Hill Circle, Kitty Hawk Circle, Kitty Hawk Drive, Lake Joanne Drive, Long Lake Drive, and surrounding roadways. Solutions reviewed in previous studies and/or developed in this study will be included in the upcoming grant application, which will be submitted for the County Administrator's signature.

Estimated Cost: ~~$5,000,000~~ (costs after application development = $1,992,309.38)

B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for these two projects;

C. Authorize the County Administrator or his designee, subject to Legal review and sign-off, to execute provided and subsequent applications for these two projects; and

D. Accept, subject to Legal review and sign-off, Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are adjacent to the designated HMGP sites.

Approved 5-0

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Continued…

B. Continued…

Account	Reference	Address	2014 PA Value	Dist
151259800	000S009060160132	2006 West Gonzalez Street	$8,031	3
151486000	000S009060018169	305 North "Q" Street	$10,263	3
151536500	000S009060013180	1109 North "R" Street	$12,914	3
151860100	000S009060050226	3000 West Lloyd Street Block	$6,136	3
153204000	000S009080080100	200 South "M" Street	$10,212	3

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

D. Authorize the Chairman to sign all documents related to the sales.

Approved 5-0

19. Recommendation: That the Board take the following action concerning the Lake Charlene Area of Warrington Basin Study (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 13EN2198) (should the project HMGP *[Hazard Mitigation Grant Program]* application submitted to the Florida Department of Emergency Management and the Federal Emergency Management Agency [FEMA] be determined eligible and selected for funding, 75% of the project's design and construction costs will be funded by FEMA, and the County will be required to fund 25% of the costs):

A. Award, and authorize the County Administrator to sign, the *Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and HDR Engineering, Inc.*, per the terms and conditions of PD 13-14.081, "Lake Charlene Area of Warrington Basin Study," for a lump sum of $133,746.77; and

(Continued on Page 28)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Continued…

B. Authorize staff to negotiate additional design services associated with the Study recommendations and, upon completion of this Study, under this Contract, with fees to be negotiated at a later date, upon approval by the Board of County Commissioners.

Approved 5-0

20. Recommendation: That the Board take the following action concerning PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (Funding: Funds to be budgeted for on an annual basis and project basis):

A. Award, and authorize the County Administrator to sign, Task Order-based Continuing Contracts to Ascendant Solutions, LLC, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

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

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

Approved 5-0

Agreement Number: 18HM-H4-01-27-01-XXX

Project Number: 4177-19-A

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Escambia County BOCC
Sub-Recipient's unique entity identifier:	59-6000598
Federal Award Identification Number (FAIN):	FEMA-DR-4177-FL
Federal Award Date:	June 4, 2018
Subaward Period of Performance Start and End Date:	Upon Execution thru March 31, 2020
Amount of Federal Funds Obligated by this Agreement:	$2,101,252.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$2,101,252.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$2,101,252.00
Federal award project description (see FFATA):	Escambia County BOCC – Drainage Improvement Project
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Velma.noel@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County BOCC, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Velma Noel, Project Manager
Division of Emergency Management
Bureau of Mitigation
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4571
Email: Velma.noel@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Chris Curb, Engineering Manager – Stormwater
Escambia County BOCC
3363 West Park Place
Pensacola, Florida 32505
Telephone: (850) 595-3419
Email: cacurb@co.escambia.fl.us

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **March 31, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$2,101,252.00.**

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)<u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of <u>five</u> (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)<u>AUDITS</u>

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. 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.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. 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.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)<u>TERMINATION</u>.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)<u>ATTACHMENTS</u>

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. 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. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in

excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
>
> iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
>
> iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
>
> v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
>
> vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: **Escambia County BOCC**

Attest: Pam Childers
Clerk of Circuit Court

By: _____

Name and Title: Jeff Bergosh, Chairman

_____
Deputy Clerk

Date: _____

FID#: 59-6000598

Approved as to form and legal sufficiency
By: _____
Title: Sanderson City Atty
Date: 9/12/18

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Michael Kennett, Deputy Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: $2,101,252.00 ____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
    - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects be included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-Recipient.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage of Lake Charlene in Escambia County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-19-A,** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

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

PROJECT OVERVIEW:

As a HMGP project, the Sub-Recipient proposes to improve the drainage of Lake Charlene neighborhood, located in Pensacola, Florida, 32506. Specifically, the project starts on Lake Joanne Drive about 320 feet west from the intersection of Lake Joanne Drive and 61st Avenue, continues southward along east side on 61st Avenue approximately 2,150 feet and ends at the final outfall on the south side of US 98 intersection with 61st Avenue, near Jones Creek.

The Phase II – construction SOW proposes drainage improvement that shall provide protection for residential areas neighboring Lake Charlene by increasing the outfall capacity and stage capacity within Lake Charlene. Concrete pipe system shall be constructed from Lake Joanne Drive to 61st Avenue and south on 61st Avenue, where the proposed system intersects the existing outfall. The existing outfall shall be retained and supplemented by additional storm drain; from Outfall Confluence additional concrete pipe is proposed, adjacent to existing pipe to the final outfall on US 98. The project shall resolve a repetitive flood problem that has occurred in Lake Charlene area including 2014, 2012 and 2005 storm events in addition to 1979, 2004 and summer of 2010 flooding.
When completed the project shall provide protection against a 50-year event.

TASKS & DELIVERABLES:

A) Tasks:

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

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

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

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

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

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

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

The Sub-Recipient shall provide executed contracts with contractors and/or subcontractors to the Division.

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

2) The Sub-Recipient shall monitor and manage the 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 Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

A qualified and licensed Florida contractor shall complete construction activities. The professional of record shall monitor all construction activities. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, 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) Permit(s) and verification of compliance

1. United States Army Corps of Engineers (USACE)

2. Department of Transportation (DOT)

d) Letter verifying that all gopher tortoise burrows (active or inactive) were evacuated prior to any site activities.

e) Proof of compliance with Project Requirements and Conditions contained herein.

3) During the course of this Agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

The Division in coordination with the Sub-Recipient, if applicable, shall conduct review and approval of any third party in-kind services. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements in Pensacola, Florida 32506 that shall provide protection for residential areas neighboring Lake Charlene by increasing the outfall capacity and stage capacity within Lake Charlene. In Addition, the project shall also resolve a repetitive flood problem that has occurred in Lake Charlene area from previous storms.

The completed project shall provide protection against a 50-year storm event.

Provided the Sub-Recipient performs in accordance with the SOW outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed 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 Sub-Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-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) Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) The Sub-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 Sub-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 Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-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) FDOT and USACE final permit or No Permit Required (NPR) shall need to be on file prior to any ground disturbance activities.

5) Per the USACE permit dated 12/27/2017, 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 state authorization via a Florida 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 Permittee shall follow the excavation guidance provided in the most current FWC Gopher tortoise Permitting Guidelines found at http://myfwc.com/gophertortoise. 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 refugia 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.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

8) If the Sub-Recipient is not the current titleholder of the affected properties, the Sub-Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

This is FEMA Project Number **4177-19-A,** is funded under HMGP-4177-DR-FL.

FEMA awarded this project on June 4, 2018; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on March 31, 2020.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase II–

Construction Plan/Technical Specifications:	3	Months
Bidding:	3	Months
Construction :	10	Months
Weather Delays:	3	Months
Final Inspection/Closeout:	3	Months
Total Period of Performance:	**22**	**Months**

BUDGET

Line Item Budget*

Phase II	**Project Costs**	**Federal Share**
Material/Construction:	$2,070,019.00	$2,070,019.00
Project Management:	$8,693.00	$8,693.00
Inspection Cost:	$22,540.00	$22,540.00
Total Project Costs:	**$2,101,252.00**	**$ 2,101,252.00**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

This project Global Match is provided by FEMA project number 4177-09-R.

Funding Summary

Federal Share:	$2,101,252.00	(100%)
Total Project Cost:	**$2,101,252.00**	**(100.0%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes

(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Escambia County BOCC

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage Improvement Project PROJECT #: 4177-19-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: 18HM-H4-01-27-01-XXX

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount __%	Obligated Non-Federal __%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____ GOVERNOR'S AUTHORIZED REPRESENTATIVE

APPROVED FOR PAYMENT $ _____ _____ DATE

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Escambia County BOCC PAYMENT #:

PROJECT TYPE: Drainage Improvement Project PROJECT #: 4177-19-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: 18HM-H4-01-27-01-XXX

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Escambia County BOCC_____

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.*

SUB-RECIPIENT: Escambia County BOCC **PROJECT #:** **4177-19-A**
PROJECT TYPE: Drainage Improvement Project **CONTRACT #:** **18HM-H4-01-27-01-XXX**
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20__ $ _____ **Oct-Dec 20**__ $ _____ **Jan-Mar 20**__ $ _____ **Apr-Jun 20**__ $ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, please describe under **Issues** below)*

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: *(Milestones from Contract with estimated dates)*

Milestone	**Date**

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ *Reviewer:* _____

Actions:

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Escambia County BOCC
Sub-Recipient's Name

18HM-H4-01-27-01-XXX
DEM Contract Number

4177-19-A
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4177-19-A

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $2,101,252.00

OBLIGATION/ACTION DATE: June 4, 2018

SUBAWARD DATE (if applicable):

DUNS#: 075079673

DUNS# +4:

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Escambia County Board of County Commissioners

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS: 221 Palafox Place, Suite 400, Pensacola, FL 32502

ADDRESS LINE 1: 3363 W Park Place, Pensacola FL 32505

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Pensacola STATE FL ZIP CODE+4** 32505

PARENT COMPANY DUNS# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a HMGP project, the Sub-Recipient proposes to improve the drainage of Lake Charlene neighborhood, located in Pensacola, Florida, 32506. Specifically, the project starts on Lake Joanne Drive about 320 feet west from the intersection of Lake Joanne Drive and 61st Avenue, continues southward along east side on 61st Avenue approximately 2,150 feet and ends at the final outfall on the south side of US 98 intersection with 61st Avenue, near Jones Creek.

The Phase II – construction SOW proposes drainage improvement that shall provide protection for residential areas neighboring Lake Charlene by increasing the outfall capacity and stage capacity within Lake Charlene. Concrete pipe system shall be constructed from Lake Joanne Drive to 61st Avenue and south on 61st Avenue, where the proposed system intersects the existing outfall. The existing outfall shall be retained and supplemented by additional storm drain; from Outfall Confluence additional concrete pipe is proposed, adjacent to existing pipe to the final outfall on US 98. The project shall resolve a repetitive flood problem that has occurred in Lake Charlene area including 2014, 2012 and 2005 storm events in addition to 1979, 2004 and summer of 2010 flooding.
When completed the project shall provide protection against a 50-year event.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY STATE ZIP CODE+4**

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☒

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Jeff Bergosh, Chairman

DATE: _____

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency
By: _____
Title: SAC/A
Date: 9/12/18

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

February 14, 2018

Lake Charlene
Homeowners Association, Inc.
Attention: Bernie Vanosdall, President
PO Box 36277
Pensacola, Florida 32516

RE: Proposed Purchase of a Portion of the Lake Charlene Canal

Dear Mr. Vanosdall:

This letter contains a preliminary statement of the principal terms and conditions for the proposed purchase of a portion of the Lake Charlene Canal, as shown in the enclosed Exhibit "A." Escambia County had an appraisal performed on this portion of your property, which gave a value of $14,100.00.

If you agree to the terms and execute this letter, the County will incorporate these terms into a Contract for Sale and Purchase, which will be provided to you. The terms of the proposed purchase are as follows:

Total Purchase Price - $14,100.00

Conveyance of marketable title by Warranty Deed and subject to execution of a "Public Disclosure of Interest" document as required by Florida Statutes.

Allocation of closing costs will be as follows:

Property Owner – Seller
- Ad valorem taxes and assessments (prorated)
- Documentary stamp taxes
- Seller's attorney fees and real estate commission (if any incurred)
- Cost to cure title/survey/environmental defects
- Recording of documents

County- Buyer
- Title search/examination
- Environmental audit
- Boundary Survey

Please note that this is only an offer letter. All contracts are contingent on approval by the Escambia County Board of County Commissioners at a duly noticed public meeting.

If you agree to the terms listed above, please sign below and return the letter to this office or if making a counter offer, please provide it in writing.

Please note that if I do not receive a response from you within **30 days** of the date of this letter with your agreement to sell the property for a price acceptable to the County, the County Administrator will recommend to the Board of County Commissioners that it authorize the use of its power of eminent domain to acquire the property.

Thank you for your time and help in this project. If you have any questions, please call (850) 595-2415, which is my direct office line.

Sincerely,

Stacey S. Ward
Real Estate Acquisition Manager
Real Estate Division

Cc: Commissioner Doug Underhill, District 2
Jack Brown, Escambia County Administrator
Alison P. Rogers, County Attorney
Joy D. Blackmon, P.E., Public Works Director
Joy Jones, P.E., Engineering Division Manager
Terri Berry, Project Coordinator

ACCEPTANCE

I have read the foregoing and would be willing to:

☐ a) Sell a portion of property known as Lake Charlene Canal, for the appraised value of $14,100.00 depicted in Exhibit "A"; or

☐ b) Agree to sell a portion of property known as Lake Charlene Canal, for the counter amount of $_____

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:

By: _____

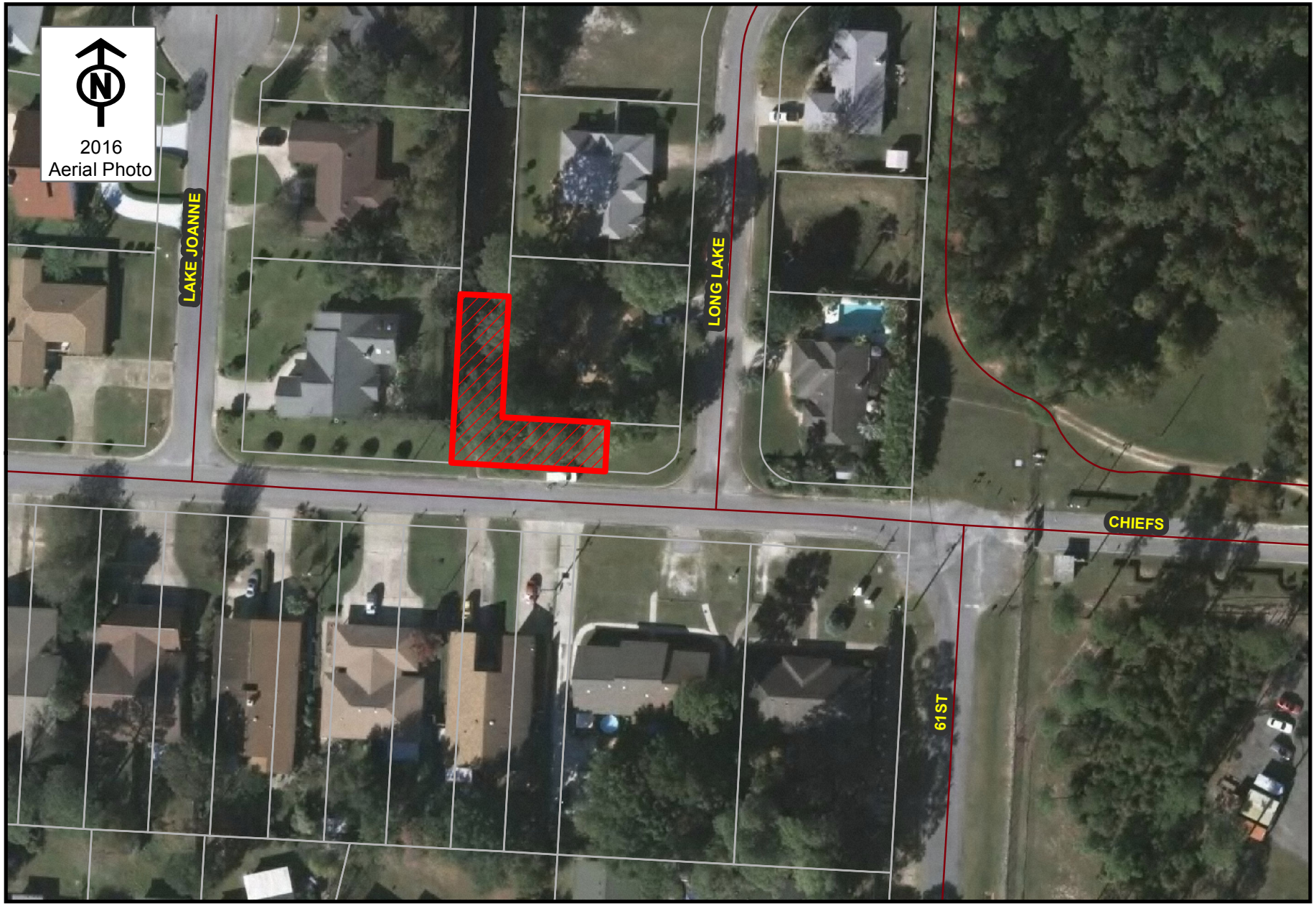
_____
Print or Type Name

Title: _____
Date: _____

DRAFT

Lake Charlene

Exhibit "A"



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 2/1/18 DISTRICT 2

Lake Charlene HOA Property

CLARK PARTINGTON
ATTORNEYS AT LAW

William J. Dunaway
Direct (850) 208-7020
wdunaway@clarkpartington.com
Licensed to Practice in Florida and Mississippi

March 14, 2018

SENT VIA EMAIL ONLY –
Stacey_ward@myescambia.com
Stacey S. Ward
Real Estate Acquisition Manager
Escambia County Public Works
Real Estate Division

RE: "Offer" to Purchase a Portion of the Lake Charlene Outfall

Dear Ms. Ward:

I write on behalf of Lake Charlene Homeowners Association, Inc. (the Association), in response to your letter of February 15 wherein the County "offers" to purchase a portion of the Association's private property at the outfall of Lake Charlene for $14,100.00, with the caveat that if your "offer" is not accepted, you will recommend the County use its police powers to take the property by eminent domain. The County's "offer" is rejected.

The Association's board members were quite surprised to receive your letter given their ongoing dialogue with County staff and elected officials regarding solutions to the flooding problems that the area has long suffered due to the County's misuse of Lake Charlene as a *de facto* holding pond for storm water drainage from surrounding neighborhoods without proper legal authority. At no time during those discussions did the County's representatives indicate that this "offer" would be forthcoming or that the County would exercise its police powers against the Association's private property. In fact, in the past the County has flatly denied that it has any desire to take the Association's private property or any obligation to maintain Lake Charlene. It seems the only mitigation to the rising number of County directed stormwater inflows and the resulting flooding associated with the lake's silting and drainage problems the County wants to explore is to lower the level of the lake.

The terms offered in your letter raise several fundamental concerns for the Association. First, the County's offer would seem to eliminate any further engagement with the Association or the neighborhood residents concerning the Lake Charlene outfall. Lake Charlene has always been privately owned by the Association and the lake's outfall is a critical element in the neighborhood's aesthetics and drainage system. There is no evidence and past practice seems to point to the fact that the County has no intention of maintaining the continued health of Lake Charlene or its many inlets from other neighborhoods. Given the Association's past dealings with the County and the County's failure to take what the Association deems as

appropriate action, the board is disinclined to surrender control of this important private property.

Furthermore, your offer does not require the County to provide any infrastructure improvements as will be necessary to address the flooding problems in any meaningful way. This bare purchase offer of $14,100.00 is woefully inadequate to cover the costs of the Association constructing such improvements themselves.

As for the County's threat of condemnation, the persistent and repeated refusal by County officials to take any responsibility for the Lake Charlene drainage system establishes that there is no valid public purpose for the County petitioning a Circuit Court Judge for permission to exercise the County's police powers to take this private property by eminent domain. At best the County will be forced to argue that it simply wants to control what it dos not own – Lake Charlene. The ditch improvements south of this parcel are not contingent upon the County owning this section of the outfall. The County can construct whatever it desires south of the Association's private property. Without a valid public purpose for the taking, the Association is confident that it would prevail in defeating any such condemnation efforts. Nevertheless, in light of the County's initial offer of $14,100.00 and stated threat of condemnation proceedings stated in your letter, please be advised that the Association will seek to recover from the County its attorney fees incurred in this matter within the scope of § 73.092, Florida Statutes.

If the County is now serious about engaging with the Association to work cooperatively together to solve the area's flooding problems and not just impose a solution upon the Association that does not meet the neighborhood's desires for maintaining a healthy Lake Charlene, then the board would, as always, welcome that cooperation. The Association does not desire to be at odds with the County on this issue.

With kind regards, I remain

Sincerely yours,

William J. Dunaway

WJD/bfs
cc (via email only):
Commissioner Doug Underhill, District 2
Jack Brown, Escambia County Administrator
Alison P. Rogers, County Attorney
Joy D. Blackmon, P.E., Public Works Director
Joy Jones, P.E., Engineering Division Manager
Terri Berry, Project Coordinator

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14955 **County Administrator's Report 10. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Contract Award for Barber Services for Escambia County Jail
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Award for Barber Services for the Escambia County Jail, PD 17-18.075 - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreements Relating to Barber Services between Escambia County, Florida, and Eddie Snell, Barber, and between Escambia County, Florida, and Leron D. Burnett d/b/a Goodfellas Barber Shop, for Barber Services for the Escambia County Jail, per the terms and conditions of PD 17-18.075, Solicitation for Barber Services for the Escambia County Jail, for three years with two one-year renewals, at the rate of $9.00 per haircut or shave.

[Funding: Fund 111, Detention/Jail Commissary Fund, Cost Center 290406, Object Code 53401]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on July 9, 2018. Twelve contractors were notified. The Solicitation requested pricing on Barber Services for either a haircut or a shave and Beautician Services for a haircut. Vendors could bid on one or both services. A Non-Mandatory Pre-Solicitation Conference was held on July 24, 2018. Four vendors were represented at that meeting. Bids were received from four vendors on August 10 2018. Laytonya Carter did not provide a State of Florida occupational license for Barbers or Beauticians as required in the solicitation and was deemed non responsive. It was later determined through the Florida Department of Business and Professional Regulation, as a qualifier for any sub-contract work would be required to hold either a barber or cosmetologist license. There was only one responsive bidder for Beautician Services and we

will rebid those services. Leron Bernett, Goodfellas Barber Shop, and Eddie Snell are the lowest and most responsive and responsible bidders for Barber Services.

BUDGETARY IMPACT:

Fund 111, Cost Center 290406, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney, Kristin D. Hual

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standalone Contracts and POs.

Attachments

Recommendation to Award PD 17-18.075
PD 17-18.075 - Agmt for Barber Svcs (Burnett) Final
PD 17-18.075 - Agmt for Barber Svcs (Snell) Final
Original Solicitation
Recommendation to Award Determination signed PD 17-18.075

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 17-18.075 **Solicitation Name:** Barber and Beautician Services for Escambia County Jail

Bid Opening Time: 2:00 p.m. **Bid Opening Date:** 8/10/2018 **Bid Opening Location:** Rm 11.108 **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	Licensed Barber/Beautician	Barber Services	Beautician Services
Eddie Snell	X	N/A	X	X	X	X	X	X	$9.00	N/A
Goodfellas Barber Shop	X	N/A	X	X	X	X	X	X	$9.00	N/A
Laytonya Carter (Ay' Notyal)	X	N/A	X	X	X	X	X		$12.50	$17.50
Skin Blendz Cut & Style	X	N/A	X	X	X		X	X	$23.50	$23.50

Bids Opened By:	Ramona Williams, Purchasing Specialist	**Date:**	8/10/2018	**Status:**	
Bids Tabulated By:	Ramona Williams, Purchasing Specialist	**Date:**	8/10/2018	Recommendation to Award	
Bids Witnessed By:	Karissa Dykes, Office Assistant	**Date:**	8/10/2018	**CAR Date:** 9/6/2018	**BOCC Date:** 9/6/2018

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Goodfellas Barber Shop & Eddie Snell

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: **8/31/18 11:20 AM** **Form Completed By:** **KAD**

AGREEMENT RELATING TO BARBER SERVICES (PD 17-18.075)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Leron D. Burnett d/b/a Goodfellas Barbershop, a sole proprietorship doing business under a registered fictitious name, FEI/EIN 46-3948512, whose principal address is 4568 Independence Avenue, Pensacola, FL 32505, and whose business address is 120 Chiefs Way, Suite 4, Pensacola, FL 32507 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, on July 9, 2018, the County issued an Invitation to Bidders (PD 17-18.075) seeking a contractor to provide barber services for the County's inmate population; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service 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 will commence upon the date last executed and continue for an initial term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms. The total duration of this Agreement, including the exercise of all options to renew and extend, will not exceed the duration of five (5) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders, Barber and Beautician Services for Escambia County Jail, Specification No. P.D. 17-18.075*, 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 will prevail.

4. Equipment. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide any such equipment and support staff as may be required for the performance of this Agreement.

5. Compensation. County shall pay Contractor at a rate of $9.00 per haircut and $9.00 per shaving service. Only one service will be compensated per inmate during a 24-hour period. In the event an audit indicates Contractor has not honored the quoted prices, Contractor will be liable for any and all overage charges. The volume of services required each month may fluctuate, and no minimum amount will be guaranteed during the term of this Agreement.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

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.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for 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 Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to hold 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, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or 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.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) 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.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: Leron D. Burnett 4568 Independence Avenue Pensacola, FL 32505	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, will be deemed to be receipt of the notice sent. Any party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance

with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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

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

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. Contractor shall at all times maintain appropriate licensing credentials in accordance with Chapter 476, Florida Statutes, while performing services pursuant to this Agreement.

15. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

16. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

17. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

18. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will 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 will 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 either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will 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 will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: _____

CONTRACTOR:

By: _____
Leron D. Burnett

Witness: _____

Date: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/22/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

BARBER AND BEAUTICIAN SERVICES FOR THE ESCAMBIA COUNTY JAIL
SPECIFICATION NUMBER PD 17-18.075

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, August 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

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **3:00 PM CDT, July 24, 2018**

Board of County Commissioners
Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Ramona Williams, C.P.M., CAPM
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: rdwilliams@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 (850-595-4980) 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.



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 850-595-4806.

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
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 17-18.075, "Barber and Beautician Services for the Escambia County Jail", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

A. INTENT

The intent of this invitation to bid (ITB) is to seek services from qualified and experienced Bidders to provide barber and beautician services to the inmate population of the Escambia County Jail.

The County intends to award a three-year contract with option to renew for 2 consecutive 1-year periods to the bidders selected as most capable of meeting the County's requirement in the most cost effective manner. It is the County's intent to have this solicitation be a multiple award agreement.

B. BACKGROUND

The Escambia County Correction's Department is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities requesting service via this ITB is approximate and fluctuates between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex and potentially the Escambia County Work Release Facility.

Historically, the barbers and beauticians have been utilized to provide haircuts and shaving services to the inmates of the Escambia County Jail. Due to exercising the final term of the current agreements, the Escambia County Jail is seeking the aforementioned services utilizing the County's formal procurement guidelines.

C. VENDOR QUALIFICATIONS

Bidders must be able to safely and securely provide specified services to meet the needs of inmates at the facilities housing Escambia County Jail offenders (excluding Walton County).

Bidder's minimum qualification criteria include the following:

1. Due to the complex nature and security concerns of correctional facilities, bidders must have at least 1 years of experience providing services to city, county or state correctional facilities or other at risk populations.
2. Barbers and/or beauticians will be responsible for performing services for various ethnicities and should be able to skillfully do so.
3. Barbers and/or beauticians must submit to and pass the background check as required of all Escambia County Jail employees and volunteers. If bidder is selected, they will be required to submit to background screening before moving forward.
4. Barbers and/or beauticians must be licensed by the State of Florida as required.

D. SPECIFICATIONS

Required Services

The barbers and/or beauticians shall be responsible for those items outlined below. It is estimated that the barbers will collectively need to perform 680 services (haircut or shave) per month. It is estimated that the beauticians will collectively need to perform 75 services (haircuts) per month.

1. Provide haircuts and/or shaves (only one service will be provided to an inmate on any given day) for the inmate population on a regular basis.
2. Maintain a regular schedule as appropriate to handle the volume of services

needed. Schedule will be coordinated with the facility and will fall between Monday-Saturday, 8:00am to 5:00pm).

3. Provide supplies necessary to accomplish required services, although the County will provide a barber chair and portable cart.
4. Barber and/or beautician will be required to perform services on the housing unit floors with minimal supervision from a corrections officer.
5. Barber and/or beautician will be required to move through the facility in the process of providing services with little supervision.
6. Barber and/or beautician must submit a monthly invoice and work log (listing dates worked, facility where services were performed, and total number of services rendered with the corresponding inmates) within 5 working days of the following month.
7. It should be noted that the number of required monthly services may fluctuate as it is the intent of the Escambia County Jail to utilize qualified inmate workers to perform the requested services when possible.

E. RATE PER SERVICE

Submitted rate should be inclusive of requested services. Barber and/or beautician will be reimbursed monthly on a per service basis.

Required License

A current State of Florida Barber license or State of Florida Cosmetology license is required.

3. Procurement Questions

Questions may be directed to Ramona Williams, Purchasing Specialist, at rdwilliams@myescambia.com. Last day for questions will be August 1, 2018, at 4:00 PM CDT. It is requested that all questions be submitted via email.

4. 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 signed in the proper spaces. Responses on vendor forms will not be accepted.

The Bidder's Checklist included in this Solicitation provides instructions to the Bidder on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at 213 Palafox Place, Pensacola, Florida 32502 in the Office of Purchasing Conference Room 11.407, on July 27, 2018 at 3:00p.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

6. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

7. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Insurance Requirements

10. **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.

Exemptions from Florida Workers Compensation Laws and acceptable documentation:

(1) If the vendor is exempt from statutory Workers Compensation, a certificate of election to be exempt from Florida WC Law properly issued by the State of Florida Department of Financial Services, Division of Workers Compensation may be accepted by the County Risk Manager in lieu of a certificate of Insurance documenting Worker's Compensation coverage.

(2) If the Vendor is a Sole Proprietor without employees and not able to obtain Workers Compensation coverage, a notarized affidavit stating this exemption

may be submitted and accepted by the County in lieu of a Certificate of Insurance documenting Workers Compensation coverage.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability policy 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.

The General Liability Policy shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

E. **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.

F. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Ramona Williams, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   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.

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.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing
Manager
Office of Purchasing

August 6, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER #1:

Re: Barber and Beautician Services for Escambia County Jail
Specification Number: PD 17-18.075

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum #1 provides for:

Answers to questions received prior to the August 1, 2018 deadline for questions. See Attachment A.

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,

Ramona Williams
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

RDW

Attachment A

Questions regarding PD17-18.075 Barber and Beautician Services for Escambia County Jail

Since the contract will be awarded to multiple vendors, is there a minimum number of cuts each awardee can be guaranteed to receive per month?

There is no guarantee of the number of cuts any vendor may receive per month. This service is as needed. If multiple vendors are awarded, the distribution of cuts would be as equitably shared as possible taking into account vendor availability.

Regarding the beautician service, do you anticipate the two beautician minimum to increase on this contract and if so, how many beauticians will be required?

At this time, there is no projection for the number of beauticians to increase.

Regarding the barber service, do you anticipate the one barber minimum to increase on this contract and if so, how many barbers will be required?

At this time, there is no projection for the number of barbers to increase.

Will the COR compare or weigh cost differently from independent contractor vs a business owner who may have additional business expenses included in offer such as insurance etc.

As per the terms of the Invitation to Bid, the award will be based strictly on the cost per cut.

To which Escambia County Correctional Facilities will the vendor be providing service?

Just these two facilities

2935 North L Street Pensacola
1211 West Fairfield Drive Pensacola

Can you provide the number of barbers and beauticians currently providing hair cut/shaving services?

We currently have 1 barber and 2 beauticians.

How many days per week and hours per day are barber and beautician hair/cut shaving services being provided at each facility location currently?

The vendors have access to the facility during the days/times specified in the solicitation and since they bill on a per service basis we don't keep track of their hours.

Can you provide the current rate (price) charged for barber hair cut/shave and beautician hair cut services?

The barber is currently charging $5/service and the beauticians are currently charging $10/service.

Are you able to provide the names of current barbers and beauticians providing haircut/shave services with approved background checks for potential employment on future contract?

Currently, the three vendors are providing services as Independent Contractors.

What is the anticipated start date to provide haircut/shaving services once contract is awarded?

We are trying to achieve a start date of 10/01/2018.

AGREEMENT RELATING TO BARBER SERVICES (PD 17-18.075)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Eddie L. Snell, a sole proprietorship, whose principal address is 824 Amberwood Drive, Pensacola, FL 32506 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, on July 9, 2018, the County issued an Invitation to Bidders (PD 17-18.075) seeking a contractor to provide barber services for the County's inmate population; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service 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 upon the date last executed and continue for an initial term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of five (5) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders, Barber and Beautician Services for Escambia County Jail, Specification No. P.D. 17-18.075*, 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 will prevail.

4. Equipment. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide any such equipment and support staff as may be required for the performance of this Agreement.

5. Compensation. County shall pay Contractor at a rate of $9.00 per haircut and $9.00 per shaving service. Only one service will be compensated per inmate during a 24-hour period. In the event an audit indicates Contractor has not honored the quoted prices, Contractor will be liable for any and all overage charges. The volume of services required each month may fluctuate, and no minimum amount will be guaranteed during the term of this Agreement.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

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.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for 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 Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to hold 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, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or 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.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) 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.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: Eddie L. Snell 824 Amberwood Drive Pensacola, FL 32506	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, will be deemed to be receipt of the notice sent. Any party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State.

In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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

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

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. Contractor shall at all times maintain appropriate licensing credentials in accordance with Chapter 476, Florida Statutes, while performing services pursuant to this Agreement.

15. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

16. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

17. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

18. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will 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 will 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 either party discovers any material discrepancy, deficiency, ambiguity, error,

or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will 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 will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: _____

CONTRACTOR:

By: _____
Eddie L. Snell

Witness: _____

Date: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/27/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

BARBER AND BEAUTICIAN SERVICES FOR THE ESCAMBIA COUNTY JAIL
SPECIFICATION NUMBER PD 17-18.075

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, August 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

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **3:00 PM CDT, July 24, 2018**

Board of County Commissioners
Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

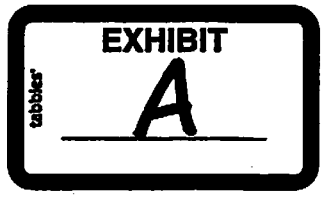
From:
Paul R. Nobles
Purchasing Manager

Assistance:
Ramona Williams, C.P.M., CAPM
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: rdwilliams@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 (850-595-4980) 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.



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 850-595-4806.

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
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 17-18.075, "Barber and Beautician Services for the Escambia County Jail", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

A. INTENT

The intent of this invitation to bid (ITB) is to seek services from qualified and experienced Bidders to provide barber and beautician services to the inmate population of the Escambia County Jail.

The County intends to award a three-year contract with option to renew for 2 consecutive 1-year periods to the bidders selected as most capable of meeting the County's requirement in the most cost effective manner. It is the County's intent to have this solicitation be a multiple award agreement.

B. BACKGROUND

The Escambia County Correction's Department is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities requesting service via this ITB is approximate and fluctuates between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex and potentially the Escambia County Work Release Facility.

Historically, the barbers and beauticians have been utilized to provide haircuts and shaving services to the inmates of the Escambia County Jail. Due to exercising the final term of the current agreements, the Escambia County Jail is seeking the aforementioned services utilizing the County's formal procurement guidelines.

C. VENDOR QUALIFICATIONS

Bidders must be able to safely and securely provide specified services to meet the needs of inmates at the facilities housing Escambia County Jail offenders (excluding Walton County).

Bidder's minimum qualification criteria include the following:

1. Due to the complex nature and security concerns of correctional facilities, bidders must have at least 1 years of experience providing services to city, county or state correctional facilities or other at risk populations.
2. Barbers and/or beauticians will be responsible for performing services for various ethnicities and should be able to skillfully do so.
3. Barbers and/or beauticians must submit to and pass the background check as required of all Escambia County Jail employees and volunteers. If bidder is selected, they will be required to submit to background screening before moving forward.
4. Barbers and/or beauticians must be licensed by the State of Florida as required.

D. SPECIFICATIONS

Required Services

The barbers and/or beauticians shall be responsible for those items outlined below. It is estimated that the barbers will collectively need to perform 680 services (haircut or shave) per month. It is estimated that the beauticians will collectively need to perform 75 services (haircuts) per month.

1. Provide haircuts and/or shaves (only one service will be provided to an inmate on any given day) for the inmate population on a regular basis.
2. Maintain a regular schedule as appropriate to handle the volume of services

needed. Schedule will be coordinated with the facility and will fall between Monday-Saturday, 8:00am to 5:00pm).

3. Provide supplies necessary to accomplish required services, although the County will provide a barber chair and portable cart.
4. Barber and/or beautician will be required to perform services on the housing unit floors with minimal supervision from a corrections officer.
5. Barber and/or beautician will be required to move through the facility in the process of providing services with little supervision.
6. Barber and/or beautician must submit a monthly invoice and work log (listing dates worked, facility where services were performed, and total number of services rendered with the corresponding inmates) within 5 working days of the following month.
7. It should be noted that the number of required monthly services may fluctuate as it is the intent of the Escambia County Jail to utilize qualified inmate workers to perform the requested services when possible.

E. RATE PER SERVICE

Submitted rate should be inclusive of requested services. Barber and/or beautician will be reimbursed monthly on a per service basis.

Required License

A current State of Florida Barber license or State of Florida Cosmetology license is required.

3. Procurement Questions

Questions may be directed to Ramona Williams, Purchasing Specialist, at rdwilliams@myescambia.com. Last day for questions will be August 1, 2018, at 4:00 PM CDT. It is requested that all questions be submitted via email.

4. 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 signed in the proper spaces. Responses on vendor forms will not be accepted.

The Bidder's Checklist included in this Solicitation provides instructions to the Bidder on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at 213 Palafox Place, Pensacola, Florida 32502 in the Office of Purchasing Conference Room 11.407, on July 27, 2018 at 3:00p.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

6. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

7. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Insurance Requirements

10. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract

documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

Exemptions from Florida Workers Compensation Laws and acceptable documentation:

(1) If the vendor is exempt from statutory Workers Compensation, a certificate of election to be exempt from Florida WC Law properly issued by the State of Florida Department of Financial Services, Division of Workers Compensation may be accepted by the County Risk Manager in lieu of a certificate of Insurance documenting Worker's Compensation coverage.

(2) If the Vendor is a Sole Proprietor without employees and not able to obtain Workers Compensation coverage, a notarized affidavit stating this exemption

may be submitted and accepted by the County in lieu of a Certificate of Insurance documenting Workers Compensation coverage.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability policy 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.

The General Liability Policy shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

E. **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.

F. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Ramona Williams, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   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.

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.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing
Manager
Office of Purchasing

August 6, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER #1:

Re: Barber and Beautician Services for Escambia County Jail
Specification Number: PD 17-18.075

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum #1 provides for:

Answers to questions received prior to the August 1, 2018 deadline for questions. See Attachment A.

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,

Ramona Williams
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

RDW

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Attachment A
Questions regarding PD17-18.075 Barber and Beautician Services for Escambia County Jail

Since the contract will be awarded to multiple vendors, is there a minimum number of cuts each awardee can be guaranteed to receive per month?

There is no guarantee of the number of cuts any vendor may receive per month. This service is as needed. If multiple vendors are awarded, the distribution of cuts would be as equitably shared as possible taking into account vendor availability.

Regarding the beautician service, do you anticipate the two beautician minimum to increase on this contract and if so, how many beauticians will be required?

At this time, there is no projection for the number of beauticians to increase.

Regarding the barber service, do you anticipate the one barber minimum to increase on this contract and if so, how many barbers will be required?

At this time, there is no projection for the number of barbers to increase.

Will the COR compare or weigh cost differently from independent contractor vs a business owner who may have additional business expenses included in offer such as insurance etc.

As per the terms of the Invitation to Bid, the award will be based strictly on the cost per cut.

To which Escambia County Correctional Facilities will the vendor be providing service?

Just these two facilities

2935 North L Street Pensacola
1211 West Fairfield Drive Pensacola

Can you provide the number of barbers and beauticians currently providing hair cut/shaving services?

We currently have 1 barber and 2 beauticians.

How many days per week and hours per day are barber and beautician hair/cut shaving services being provided at each facility location currently?

The vendors have access to the facility during the days/times specified in the solicitation and since they bill on a per service basis we don't keep track of their hours.

Can you provide the current rate (price) charged for barber hair cut/shave and beautician hair cut services?

The barber is currently charging $5/service and the beauticians are currently charging $10/service.

Are you able to provide the names of current barbers and beauticians providing haircut/shave services with approved background checks for potential employment on future contract?

Currently, the three vendors are providing services as Independent Contractors.

What is the anticipated start date to provide haircut/shaving services once contract is awarded?

We are trying to achieve a start date of 10/01/2018.

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

BARBER AND BEAUTICIAN SERVICES FOR THE ESCAMBIA COUNTY JAIL
SPECIFICATION NUMBER PD 17-18.075

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, August 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

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **3:00 PM CDT, July 24, 2018**

Board of County Commissioners
Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Ramona Williams, C.P.M., CAPM
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: rdwilliams@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 (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

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.

BARBER AND BEAUTICIAN SERVICES FOR ESCAMBIA COUNTY JAIL
PD 17-18.075

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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:
Ramona Williams
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: 850-595-4982

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Barber and Beautician Services for Escambia County Jail

Solicitation Number PD 17-18.075

Solicitation

MAILING DATE: July 9, 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 3:00 PM CDT, July 24, 2018.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, August 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 _____

Service commencement Date will be _____ days after receipt of purchase order

Bid Bond Attached:
$_____N/A_____

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 offer shall result in the bid being rejected as non-responsive.***

BID FORM

Specification Number PD17-18.075
(Barber and Beautician Services for Escambia County Jail)

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **(Barber and Beautician Services for Escambia County Jail)** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Barber Services Rate for haircut and/or shave: _____

Beautician Services Rate for haircut: _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

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 #
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

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 _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____

OR produced identification _____ Type of Identification: _____

Notary Public: State of _____

My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification

Federal Identification Number:
_____
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____
Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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
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 17-18.075, "Barber and Beautician Services for the Escambia County Jail", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

A. INTENT

The intent of this invitation to bid (ITB) is to seek services from qualified and experienced Bidders to provide barber and beautician services to the inmate population of the Escambia County Jail.

The County intends to award a three-year contract with option to renew for 2 consecutive 1-year periods to the bidders selected as most capable of meeting the County's requirement in the most cost effective manner. It is the County's intent to have this solicitation be a multiple award agreement.

B. BACKGROUND

The Escambia County Correction's Department is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities requesting service via this ITB is approximate and fluctuates between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex and potentially the Escambia County Work Release Facility.

Historically, the barbers and beauticians have been utilized to provide haircuts and shaving services to the inmates of the Escambia County Jail. Due to exercising the final term of the current agreements, the Escambia County Jail is seeking the aforementioned services utilizing the County's formal procurement guidelines.

C. VENDOR QUALIFICATIONS

Bidders must be able to safely and securely provide specified services to meet the needs of inmates at the facilities housing Escambia County Jail offenders (excluding Walton County).

Bidder's minimum qualification criteria include the following:

1. Due to the complex nature and security concerns of correctional facilities, bidders must have at least 1 years of experience providing services to city, county or state correctional facilities or other at risk populations.
2. Barbers and/or beauticians will be responsible for performing services for various ethnicities and should be able to skillfully do so.
3. Barbers and/or beauticians must submit to and pass the background check as required of all Escambia County Jail employees and volunteers. If bidder is selected, they will be required to submit to background screening before moving forward.
4. Barbers and/or beauticians must be licensed by the State of Florida as required.

D. SPECIFICATIONS

Required Services

The barbers and/or beauticians shall be responsible for those items outlined below. It is estimated that the barbers will collectively need to perform 680 services (haircut or shave) per month. It is estimated that the beauticians will collectively need to perform 75 services (haircuts) per month.

1. Provide haircuts and/or shaves (only one service will be provided to an inmate on any given day) for the inmate population on a regular basis.
2. Maintain a regular schedule as appropriate to handle the volume of services

needed. Schedule will be coordinated with the facility and will fall between Monday-Saturday, 8:00am to 5:00pm).

3. Provide supplies necessary to accomplish required services, although the County will provide a barber chair and portable cart.
4. Barber and/or beautician will be required to perform services on the housing unit floors with minimal supervision from a corrections officer.
5. Barber and/or beautician will be required to move through the facility in the process of providing services with little supervision.
6. Barber and/or beautician must submit a monthly invoice and work log (listing dates worked, facility where services were performed, and total number of services rendered with the corresponding inmates) within 5 working days of the following month.
7. It should be noted that the number of required monthly services may fluctuate as it is the intent of the Escambia County Jail to utilize qualified inmate workers to perform the requested services when possible.

E. RATE PER SERVICE

Submitted rate should be inclusive of requested services. Barber and/or beautician will be reimbursed monthly on a per service basis.

Required License

A current State of Florida Barber license or State of Florida Cosmetology license is required.

3. Procurement Questions

Questions may be directed to Ramona Williams, Purchasing Specialist, at rdwilliams@myescambia.com. Last day for questions will be August 1, 2018, at 4:00 PM CDT. It is requested that all questions be submitted via email.

4. 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 signed in the proper spaces. Responses on vendor forms will not be accepted.

The Bidder's Checklist included in this Solicitation provides instructions to the Bidder on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at 213 Palafox Place, Pensacola, Florida 32502 in the Office of Purchasing Conference Room 11.407, on July 27, 2018 at 3:00p.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

6. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

7. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Insurance Requirements

10. 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.

Exemptions from Florida Workers Compensation Laws and acceptable documentation:

(1) If the vendor is exempt from statutory Workers Compensation, a certificate of election to be exempt from Florida WC Law properly issued by the State of Florida Department of Financial Services, Division of Workers Compensation may be accepted by the County Risk Manager in lieu of a certificate of Insurance documenting Worker's Compensation coverage.

(2) If the Vendor is a Sole Proprietor without employees and not able to obtain Workers Compensation coverage, a notarized affidavit stating this exemption

may be submitted and accepted by the County in lieu of a Certificate of Insurance documenting Workers Compensation coverage.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability policy 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.

The General Liability Policy shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

E. 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.

F. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Ramona Williams, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   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.

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.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
BARBER AND BEAUTICIAN SERVICES FOR THE ESCAMBIA COUNTY JAIL
SPECIFICATION PD 17-18.075

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).
- Public Records Exemption of Building Plans

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Barber and Beautician Services for Escambia County Jail

Bid Number: PD 17-18.075

Opening Date/Time: 08/10/2018 2:00 P.M. CDT

Purchasing Agent: Ramona Williams

Client Department: Corrections Dept. Director/Designee: Whitney C. Lucas

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: 111 Fund Title: Detention/Jail Commissary

Cost Center #: 290406 Cost Center Title: DETENTION/JAIL COMMISSARY

Object Code #: 53401 Object Code Title: Other Contractual Services

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)

Recommend to award PD 17-18.075 to Eddie Snell and Goodfellas Barber Shop.

Unit Price Extensions Checked by: Ramona Williams

(Signature)_____ (Date)_____
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).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14923 **County Administrator's Report 10. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Contract Award for Beautician Services for the Escambia County Jail
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Award for Beautician Services for the Escambia County Jail - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement Relating to Beautician Services between Escambia County, Florida, and Velma Cannon, per the terms and conditions of PD 17-18.097, Beautician Services for the Escambia County Jail, for three years with two one-year renewals at the rate of $12.00 per haircut.

[Funding: Fund 111, Detention/Jail Commissary Fund, Cost Center 290406, Object Code 53401]

BACKGROUND:

The legal advertisement for the "Invitation to Bid" was advertised in the Pensacola News Journal on August 27, 2018. Three vendors were notified. The Solicitation requested pricing on Beautician Services for a haircut. A Non-Mandatory Pre-Solicitation Conference was held on September 6, 2018. Two vendors were represented at that meeting. A bid was received from one vendor on September 18, 2018. Velma Cannon was the lowest and most responsive and responsible bidder for Beautician Services.

BUDGETARY IMPACT:

Fund 111, Cost Center 290406, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney, Kristin D. Hual

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Stand Alone Contracts and Purchase Orders.

Attachments

Contract for Beautician Services Velma Cannon

Bid Tabulation

AGREEMENT RELATING TO BEAUTICIAN SERVICES FOR ESCAMBIA COUNTY JAIL (PD 17-18.097)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Velma Cannon, a sole proprietorship, whose principal address is 7918 Hobart Avenue, Pensacola, FL 32534 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, on August 27, 2018, the County issued an Invitation to Bidders (PD 17-18.097) seeking a contractor to provide beautician services for the County's female inmate population; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service 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 upon the date last executed and continue for an initial term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of five (5) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders, Beautician Services for Escambia County Jail, Specification No. P.D. 17-18.097*, 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 will prevail.

4. Equipment. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide any such equipment and support staff as may be required for the performance of this Agreement.

5. Compensation. County shall pay Contractor at a rate of $12.00 per haircut. Only one service will be compensated per inmate during a 24-hour period. In the event an audit indicates Contractor has not honored the quoted price, Contractor will be liable for any and all overage charges. The volume of services required each month may fluctuate, and no minimum amount will be guaranteed during the term of this Agreement.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

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.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for 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 Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to hold 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, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or 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.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) 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.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: Velma Cannon
7918 Hobart Avenue
Pensacola, FL 32534

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, will be deemed to be receipt of the notice sent. Any party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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

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

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. Contractor shall at all times maintain appropriate licensing credentials in accordance with Chapter 476, Florida Statutes, while performing services pursuant to this Agreement.

15. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

16. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

17. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

18. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will 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 will 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 either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will 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 will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: _____

CONTRACTOR:

By: _____
Velma Cannon

Witness: _____

Date: _____

Witness: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/24/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

BEAUTICIAN SERVICES FOR THE ESCAMBIA COUNTY JAIL
SPECIFICATION NUMBER PD 17-18.097

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, September 18 , 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 **2:00 PM CDT, September 6, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Doug Underhill
Steven Barry
Grover Robinson, IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Ramona Williams, C.P.M., CAPM
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: rdwilliams@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 (850-595-4980) 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.

EXHIBIT
tabbies
A

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.

BEAUTICIAN SERVICES FOR ESCAMBIA COUNTY JAIL
PD 17-18.097

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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:
Ramona Williams
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: 850-595-4982

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Beautician Services for Escambia County Jail

Solicitation Number PD 17-18.097

Solicitation

MAILING DATE: August 27, 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 2:00 PM CDT, September 6, 2018.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, September 18, 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 _____

Service commencement Date will be _____ days after receipt of purchase order

Bid Bond Attached:
$_____N/A_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

BID FORM

Specification Number PD17-18.097
(Beautician Services for Escambia County Jail)

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **(Beautician Services for Escambia County Jail)** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Beautician Services Rate for haircut: _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

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 #
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

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 _____
(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 850-595-4806.

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
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 17-18.097, "Beautician Services for the Escambia County Jail", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

A. INTENT

The intent of this invitation to bid (ITB) is to seek services from qualified and experienced Bidders to provide beautician services to the inmate population of the Escambia County Jail.

The County intends to award a three-year contract with option to renew for 2 consecutive 1-year periods to the bidders selected as most capable of meeting the County's requirement in the most cost effective manner. It is the County's intent to have this solicitation be a multiple award agreement, if necessary.

B. BACKGROUND

The Escambia County Correction's Department is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities requesting service via this ITB is approximate and fluctuates between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex and potentially the Escambia County Work Release Facility.

Historically, the barbers and beauticians have been utilized to provide haircuts and shaving services to the inmates of the Escambia County Jail. Due to exercising the final term of the current agreements, the Escambia County Jail is seeking the aforementioned services utilizing the County's formal procurement guidelines.

C. VENDOR QUALIFICATIONS

Bidders must be able to safely and securely provide specified services to meet the needs of inmates at the facilities housing Escambia County Jail offenders located in Pensacola (services are not needed in Walton County).

Bidder's minimum qualification criteria include the following:

1. Due to the complex nature and security concerns of correctional facilities, bidders must have at least 1 year of experience providing services to city, county or state correctional facilities or other at risk populations.
2. Beauticians will be responsible for performing services for various ethnicities and should be able to skillfully do so.
3. Beauticians must submit to and pass the background check as required of all Escambia County Jail employees and volunteers. If bidder is selected, they will be required to submit to background screening before moving forward.
4. Bidders must be licensed to perform beautician services by the State of Florida as required.

D. SPECIFICATIONS

Required Services

The beauticians shall be responsible for those items outlined below. It is estimated that the beauticians will collectively need to perform 75 services (haircuts) per month.

1. Provide haircuts and/or shaves (only one service will be provided to an inmate on any given day) for the inmate population on a regular basis.
    a. Haircuts/services will consist of cuts and trims as well as minimal styling to include curling and flat ironing. There will be no shampoo services.

2. Maintain a regular schedule as appropriate to handle the volume of services needed. Schedule will be coordinated with the facility and will fall between Monday-Saturday, 8:00am to 5:00pm).
3. Provide supplies necessary to accomplish required services, although the County will provide a barber chair and portable cart.
4. Beautician will be required to perform services on the housing unit floors with minimal supervision from a corrections officer.
5. Beautician will be required to move through the facility in the process of providing services with little supervision.
6. Beautician must submit a monthly invoice and work log (listing dates worked, facility where services were performed, and total number of services rendered with the corresponding inmates) within 5 working days of the following month.
7. It should be noted that the number of required monthly services may fluctuate as it is the intent of the Escambia County Jail to utilize qualified inmate workers to perform the requested services when possible.

E. RATE PER SERVICE

Submitted rate should be inclusive of requested services. Beautician will be reimbursed monthly on a per service basis.

Required License

A current State of Florida Cosmetology license is required.

3. Procurement Questions

Questions may be directed to Ramona Williams, Purchasing Specialist, at rdwilliams@myescambia.com. Last day for questions will be September 11, 2018, at 4:00 PM CDT. It is requested that all questions be submitted via email.

4. 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 signed in the proper spaces. Responses on vendor forms will not be accepted.

The Bidder's Checklist included in this Solicitation provides instructions to the Bidder on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at 213 Palafox Place, Pensacola, Florida 32502 in the Office of Purchasing Conference Room 11.407, on September 6, 2018 at 2:00p.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

6. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

7. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Insurance Requirements

10. **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.

Exemptions from Florida Workers Compensation Laws and acceptable documentation:

(1) If the vendor is exempt from statutory Workers Compensation, a certificate of election to be exempt from Florida WC Law properly issued by the State of Florida Department of Financial Services, Division of Workers Compensation may be accepted by the County Risk Manager in lieu of a certificate of Insurance documenting Worker's Compensation coverage.

(2) If the Vendor is a Sole Proprietor without employees and not able to obtain Workers Compensation coverage, a notarized affidavit stating this exemption

may be submitted and accepted by the County in lieu of a Certificate of Insurance documenting Workers Compensation coverage.

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability policy 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.

The General Liability Policy shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

E. **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.

F. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Ramona Williams, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   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.

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.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
BEAUTICIAN SERVICES FOR THE ESCAMBIA COUNTY JAIL
SPECIFICATION PD 17-18.097

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).
- Public Records Exemption of Building Plans

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 12, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.097 Beautician Services for Escambia County Jail

All:

We recently sent an Invitation to Bid on the above-mentioned specification.

This Addendum Number 1 provides for answers to questions received. Please see the attachment for specific questions and answers.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Ramona Williams
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

RDW

Addendum #1

PD17-18.097 Beautician Services for Escambia County Jail

Questions and Responses

1. Is there a guaranteed number of haircuts to be awarded?

   No. We have estimated the number per month based on previous history but there is no guarantee for any amount of work.

2. Are we bidding on a certain quantity of haircuts?

   No. The bid is requesting a per haircut price without consideration for quantity since no guarantee can be made for the number of haircuts.

3. If a business owner is hiring the beauticians, what license needs to be provided in the bid? The owner's or the individual beautician's?

   In accordance with Florida State Statute 477.0263, cosmetology services must be performed in a licensed salon. The statute further states that cosmetology services may be performed in a location other than a licensed salon under certain circumstances. In those circumstances, they must be performed by a person who is employed by a licensed salon and who hold the proper license.

   If a business owner is hiring the beauticians, we would need both the business owner's salon license and the individual beautician's license.

4. Regarding the one year of experience working in a correction facility, is this based on the business owner's experience or the individual beautician's experience?

   Due to the necessity for the beautician to perform services in the jail, this requirement is for the specific beautician who will be performing the work.

Public Notice of Recommended Award										
Bid Tabulation	**Solicitation Number:** PD 17-18.097 **Solicitation Name:** Beautician Services for Escambia County Jail									
Bid Opening Time: 2:00 p.m. **Bid Opening Date:** 9/18/2018 **Bid Opening Location:** Rm 11.108 **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	State of Florida Cosmetology License	Cost for Beautician Services
Velma Cannon		Y	N/A*	Y	N/A*	N/A*	Y	Y	Y	$12.00
Bids Opened By:	Ramona Williams, Purchasing Specialist			**Date:**	9/18/2018	**Status:**				
Bids Tabulated By:	Ramona Williams, Purchasing Specialist			**Date:**	9/18/2018	UNDER REVIEW				
Bids Witnessed By:	Karissa Dykes, Office Assistant			**Date:**	9/18/2018	**CAR Date:**	10/4/2018	**BOCC Date:**	**10/4/2018**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Under Review

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: N/A* Items not required in bid.

Posted: **9/18/18 3:00 P.M. CDT** **Form Completed By:** KAD

RSW

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14969 **County Administrator's Report 10. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Funding Allocation forthe 2018 Back On The Blocks Festival Truth for Youth, Inc.
From: Lumon May, District 3 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation for Truth For Youth, Inc., to Hold the 2018 Back On The Blocks Festival - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $1,500 for Truth For Youth, Inc., to hold the 2018 Back On The Blocks Festival, Inc., from Commissioner Lumon May's discretionary money.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201}

BACKGROUND:

The 2018 Back On The Blocks Festival will be held on Friday, November 9th, through Saturday, November 10th, at the Belmont Cultural Center, 432 West Belmont Street, Pensacola, Florida, in Historic Belmont-Devillers. This is the 5th year of celebrating the "cultural flavor" of this historic neighborhood; the event has become a culturally creative space for residents and visitors to enjoy.

BUDGETARY IMPACT:

As part of the Fiscal Year 2017-2018 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with Truth For Youth, Inc., to obtain the necessary paperwork to process this payment.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14972 **County Administrator's Report 10. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Funding Allocation for the Florida Sports Hall of Fame Enshrinement of the Class of 2018
From: Lumon May, District 3 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation for the Florida Sports Hall of Fame Enshrinement of 2018 Class - Commissioner Lumon May, District 3

That the Board approve allocating $1,500 from Commissioner Lumon May's discretionary money to sponsor the Florida Sports Hall of Fame Enshrinement of the Class of 2018.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

The mission of the Florida Sports Hall of Fame is to promote fitness and sportsmanship and children's health initiatives.

BUDGETARY IMPACT:

As part of the Fiscal Year 2017-2018 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with the Florida Sports Hall of Fame to obtain the necessary paperwork to process this payment.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14951 **County Administrator's Report 10. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/04/2018
Issue: Contract Award for Sheriff Range Rehabilitation Target System
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for the Sheriff Range Rehabilitation Target System - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the single-source Agreement for purchase and installation of equipment identified in PD 17-18.077, Sheriff Range Rehabilitation Targeting System, RFI (Request for Information), in accordance with State of Florida Statute 287-057(3)(c), regarding the exception of single-source commodities or contractual services from competitive solicitation requirements, no responses; and

B. Approve and authorize the County Administrator to sign the Agreement Relating to Sheriff Range Rehabilitation between Action Target, Inc., and Escambia County, PD 17-18.077, Sheriff Range Rehabilitation Targeting System, in the amount of $668,260.

[Funding: Fund 353, LOST IV, Cost Center 540113, Object Code 56301, Project Number 18SH0345]

BACKGROUND:

The legal advertisement for "Request for Information" was advertised in the Pensacola News Journal on July 9, 2018. Four firms know to offer similar products and/or services were notified of the solicitation. Responses were received on July 19, 2018 from two firms (Spire Ranges and Birkshire Johnstone, LLC). Spire Ranges did not offer an equal to and Birkshire Johnstone, LLC made an offer to construction onsite and new range).

BUDGETARY IMPACT:

Fund 353, LOST IV, Cost Center 540113, Object Code 56301, Project Number 18SH0345

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was prepared by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliacnce with Code of Ordinances of Escambia County, FL 1999, Chapter 46, Article II Purchases and Contracts and Florida Statute 287.057 (3)(c) Single Source procurement.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the agreement and PO.

Attachments

Agreement

Request for Information Soliciation

AGREEMENT RELATING TO SHERIFF RANGE REHABILITATION (PD 17-18.077)

THIS AGREEMENT is made and entered into and between Escambia County, a political subdivision of the State of Florida, with a principal address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Action Target, Inc., a foreign for-profit corporation, FEI/EIN 26-2492705, with a principal address of 3411 South Mountain Vista Parkway, Provo, Utah 84606 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County issued a Request for Information (P.D. 17-18.077) seeking a contractor to furnish and install a *Total Containment Trap* compatible with the target system that is being installed as part of the Sheriff's range rehabilitation project; and

WHEREAS, in response to the solicitation, Contractor submitted a proposal demonstrating that the Contractor is the sole source of the equipment meeting the specifications required for the project; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such work as set forth herein.

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

Section 1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. **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 furnishing and installing a *Total Containment Trap* and related equipment compatible with the target system that is being installed as part of the Sheriff's range rehabilitation project in accordance with the scope of work as outlined in Escambia County's *Request for Information, "Sheriff Range Rehabilitation Target System" Specification No. P.D. 17-18.077*, attached hereto as **Exhibit A** and as further described in the Contractor's submittal, attached hereto as **Exhibit B.** In the event of a conflict between the terms of the Exhibits referenced in this Agreement and this Agreement, the terms of this Agreement shall prevail.

Section 3. **Contract Amount.** In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor an amount not to exceed **$668,260.00**, hereinafter referred to as the "Contract Amount," for all work performed pursuant to this Agreement.

Section 4. **Method of Payment.**

4.1 Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing for the value of work performed pursuant to the Agreement with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court

Attn: Accounts Payable
221 Palafox Place
Pensacola, Florida 32502

4.2 Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the work, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

4.3 The County may decline to approve payment(s), or portions thereof, 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 Schedule for Completion; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement. Payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

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

Section 5. Completion. Upon receipt of written notice that the work is ready for final inspection and acceptance, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Agreement, shall 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 Agreement and that any remaining balance found to be due the Contractor is due and payable.

Section 6. Warranty.

6.1 Contractor shall fully warrant all equipment furnished pursuant to this Agreement against any defect in materials and/or workmanship for a period of one (1) year from the date of delivery/acceptance by the County. Should any defect in materials or workmanship appear during the warranty period, the awarded vendor shall repair or replace same at no cost to the County upon receiving written notice from the County.

6.2 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 work performed pursuant to this Agreement.

Section 7. Defective Work.

7.1 Work not conforming to the requirements of the Agreement shall be deemed defective work. If required by County, Contractor shall, as directed, either cure 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. 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.

7.2 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.

7.3 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 to conform to the requirements of the Agreement, 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.

7.4 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 Agreement 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.

7.5 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 Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, 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(s), take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the project site(s) and incorporate in the work all materials and equipment stored at the project site(s) 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(s) as may be necessary to enable County to exercise the rights and remedies under this Section. 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 Agreement, 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 8. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County.

Section 9. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 10. Insurance.

10.1 The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

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

(c) Florida statutory Workers' Compensation.

10.2 It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

10.3 Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

10.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Section 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.

Section 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: Action Target, Inc.
Attention: Michael Birch
3411 S. Mountain Vista Pkwy.
Provo, UT 84606

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.

Section 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.

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.

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

Escambia County

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

Section 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.

Section 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.

Section 17. **Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

Section 18. **Miscellaneous.** If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

Section 19. **Authority.** Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

Section 20. **Bonds.**

20.1 Contractor shall provide at its 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.

20.2 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.

20.3 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).

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

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

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CONTRACTOR: ACTION TARGET, INC.

By_____
Michael Birch, CEO

ATTEST:

_____

Date: _____

[SEAL]

Approved as to form and legal sufficiency.
By/Title:
Date: 9/26/18

ESCAMBIA COUNTY FLORIDA

REQUEST FOR INFORMATION

Sheriff Range Rehabilitation Target System
Solicitation Identification Number PD 17-18.077

Information Requests Will Be Received Until:
2:00 p.m. CDT, July 19, 2018

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

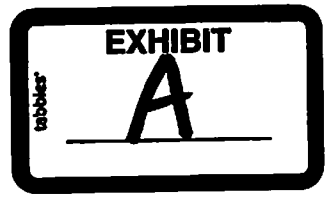
Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
e-mail: prnobles@myescambia.com

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.

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).



Escambia County Florida
REQUEST FOR INFORMATION
Responders Checklist
SHERIFF RANGE REHABILITATION TARGET SYSTEM
Solicitation Identification Number PD 17-18.077

How to Submit Your Response

- Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete responses are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late responses will be returned unopened.

The Following Documents Shall Be Returned With Response:

- Information Response

How to Submit a No Response

- If you do not wish to respond at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your response. Do not return with your response.

I. INTRODUCTION

A. Purpose

The County has identified a target system to be used a part of the Sheriff's Range Rehabilitation. The County is seeking additional products that can meet the specifications included herein.

OUTDOOR TOTAL CONTAINMENT TRAP (TCT) - (HEAVY DUTY MODULAR BULLET TRAP AND CONTAINMENT SYSTEM

A. Basis of Design

Acceptable product shall be a Total Containment Trap (TCT) by Action Target or equivalent.

B. Construction:

1. The bullet trap and containment system shall be a self-supporting, self-contained bullet backstop and containment unit of steel plate construction for heavy use on both indoor and outdoor high-volume ranges.
2. The trap plate layout shall employ a sloping funnel design with 3 top and 5 bottom impact plates (preferred) or 4 top and 4 bottom impact plates constructed of ⅜" thick steel with a mill certification of AR500.
3. The bullet trap and containment system shall be fully modular such that it may be assembled on-site or disassembled and moved.
    a. Assembly shall not require "permanent" connection means such as welding, riveting, etc.
    b. All modular components shall be completely prefabricated for simple assembly on site and shall not require cutting of materials or other sizing operations.
    c. All modular components shall be small enough to be carried through a standard 36"-wide doorway.
4. Trap plates shall be blasted and prepared to be in compliance with painting specification SP 6.
5. No trap plates shall be subjected to flame cutting (oxygen fuel cutting, such as acetylene, propane or MAPP gas, etc.). All ballistic plate cutting must be done on computer-controlled plasma equipment.
6. No welding shall be permitted on impact plates.
7. No impact plate may be constructed of permeable or flammable materials such as rubber, wood, plastics, etc.
8. All primary impact plates shall be arranged such that a bullet fired straight into the trap shall impact the plate at an angle of no greater than 16 degrees.
9. Vertical joints that connect modular components shall not be located at or near the front edge of the trap and shall occupy no more than 6% of the total aperture height of the trap.
10. All surfaces facing shooters shall be constructed of steel with a mill certification of AR500.
11. Joints shall have no exposed bolt heads.

12. Trap shall require no prior construction or site preparation other than a flat concrete pad with a prepared trench.
13. The trap shall be fully self-supported with an appropriate concrete pad (concrete pad by others).
14. Deflectors shall be installed on all blunt or joined surfaces and facing the firing line in order to deflect the bullet into the trap and reduce the possibility of ricochet.
15. The trap shall include a rib crimp style steel roof situated no more than 4" above the trap support structure and covering the entire area occupied by the trap with at least 1 ft. on each side of the trap and 3 ft. on the rear of the trap.
    a. The roof shall be watertight, protecting the trap and service area from precipitation.

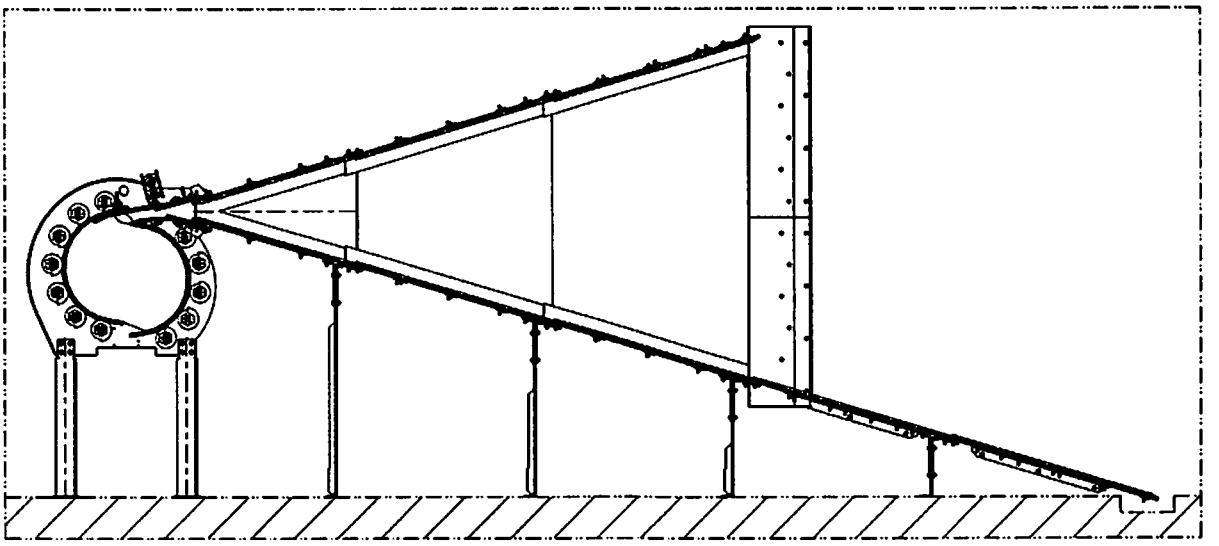


FIGURE 1: 3X5 TRAP PLATE LAYOUT

16. The material of the chamber impact places shall be mill certified AR500 steel with a thickness of ⅜".
17. Containment chamber is of single-piece construction that is fully welded and airtight.
18. Deceleration chamber shall consist of multiple bent or multiple individual surfaces at angles that decelerate and break down the bullet.

C. Performance Requirements:
1. Trap shall utilize steel impact plates to direct the bullet into an enclosed, sealed, and fully shielded chamber that safely captures the bullet and removes its velocity.
2. Deceleration shall occur in free air and not in any other medium such as rubber, water, etc. Trap shall not require the use of or introduce any chemical media such as oils, anti-freezes, chlorine, etc.
    a. Trap shall not introduce any substance that is EPA regulated, e.g. ethylene glycol and antifreeze.

b. Trap shall not introduce any substance that might act as a solvent for spent bullets or their by-products, e.g. water, which can be a solvent for some frangible materials.

3. The inside of the chamber shall be readily accessible for inspection without requiring removal of any kind of internal deceleration medium such as rubber, sand, or water, etc.
4. Bullet components that have lost their momentum shall be directed into a series of D.O.T. approved canisters.
    a. Removal of contained lead shall not require any process such as scooping, pouring, shoveling, sifting, etc. that would disturb the settled state of the lead and lead particulates.
5. Trap impact surfaces shall be UL 752 compliant and carry an ATI Class 2 rating (rifle rated).
    a. Trap impact surfaces shall carry an ATI Class 2 rating when fired into at a point blank range from the front aperture. See Tables 1 and 2 below for included calibers in this rating*.
6. Trap shall be able to capture a .50 BMG round when shot from 25 yards or farther from the mouth**.

TABLE 1: ATI CLASS 1 AND 2 BALLISTIC RATING PARAMETERS

Rating	Ammunition	Max	Max	Compliance
ATI Class 1	Pistol	1,485 fps	1,175 ft/lbs	Meets or exceeds UL 752 Level 3 standards
ATI Class 2	Rifle	3,388 fps	3,600 ft/lbs	Meets or exceeds UL 752 Level 5,7,8,9 &10 standards

TABLE 2: TYPICAL PISTOL AND RIFLE AMMUNITION

Typical Pistol Ammunition*			
Caliber	Cartridge Type	Max Velocity	Max energy
9mm	124gr FMJ	1,293 fps	460 ft/lbs
.357	158gr JSP	1,375 fps	663 ft/lbs
.40	180gr TMJ	1,000 fps	400 ft/lbs
.45	230gr TMJ	845 fps	365 ft/lbs
.44 mag	240gr SWC	1,485 fps	1,175 ft/lbs
Typical Rifle Ammunition*			
.22LR	40gr HP	1,260 fps	141 ft/lbs
5.56	55gr FMJ	3,388 fps	1,402ft/lbs
7.62	150gr FMJ	3,025 fps	3,048 ft/lbs
.308	150gr SPTZ	2,900 fps	2,800 ft/lbs
30:06	180gr SPTZ	2,900 fps	3,360 ft/lbs
300 Win.	190gr BTHP	2,900 fps	3,548 ft/lbs

* The above listed ammunitions are for demonstration purposes only. Certain ammunitions may fall outside stated safety ratings and should be used at user's risk.

** .50 BMG must be fired from at least 25 yards from the trap mouth. .50 BMG must not be fired from a fixed position. .50 BMG use will significantly decrease wear life of the trap. Damage due to .50 BMG use will not be covered under warranty.

Power-90 Turning Targets

A. Basis of Design:

Acceptable product shall be "Power-90" by Action Target.

B. Performance Requirements:

1. The actuator shall hold a cardboard type target which has two positions, frontface and edge, and shall be capable of turning quickly from any one position to any other position.
2. The actuator must be rated for severe weather conditions. It must be able to withstand submersion in water and operate in submerged conditions.
3. Turning times may be easily adjusted, using a screwdriver, without opening the unit.
4. Actuator shall contain the means to fully control turning time from edge to face. The range of control shall be from less than 0.5 seconds and up.
5. Actuators shall not require the use of tools to make air connections. Rather, all air connections shall be quick-connect, push-in air fittings for use with flexible air tubing. No rigid internal air carriers may be used.
6. Actuators shall be capable of independent or tandem operation.
7. Actuator shall have the ability to develop at least 31.0 ft-lbf of torque.
8. Actuator shall consume no more than 5.5 cubic inches of air per actuation. Total compressor power required for typical range installation not exceed 2 Hp.
9. Actuator shall be totally field repairable such that a complete field rebuild operation may be accomplished quickly by standard range personnel (without any special skills) using standard hand tools, such as a socket wrench, screw gun and screwdriver, and not require the use of power tools, such as impact wrenches, (both air and electric) and electric drills.
10. The actuator shall connect to a computer to allow multiple units to operate in a pre-programmed scenario or as an option, a push-button controlled wireless interface with the ability to run pre-programmed scenarios wirelessly.
11. The mechanism shall be protected from splatter at all angles and shall inherently protect tubing and control wires running inside. Actuator shall provide standard ½" conduit interface from the bottom or rear of unit.

C. Construction

1. All inner parts (hoses, piston, and access ports) shall be covered by a hot-dipped, galvanized, removable housing to protect all components.
2. All impact surfaces shall be separate from the actuator and shall be replaceable.
3. Actuator shall contain no electronic components (semi-conductors) whatsoever and shall not require electrical power to operate.
4. Option: target system must be capable of using an electrical signal for electric triggering and pneumatic operation.
5. All steel surfaces must be sandblasted and be in compliance with painting specification SP-6.

Options

A. Actuator may be attached to a flat concrete surface such that no special forming or berming is required for its installation.
B. Actuator may be completely self-standing.
C. In addition to the standard concrete mounting interface, there shall be available a portable interface allowing the unit to operate on asphalt, gravel or unimproved surfaces.
D. Actuator must have the capability of being mounted and operating inverted without changes being made to the actuator or the mounting brackets.

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to submit product designs to be considered shall submit one (1) hard copy and one (1) electronic copy of your firms Response that details the entity's interest. It is not necessary for the entity to submit a detailed proposal; however, the letter should be specific enough to include but not be limited to:

1. Manufacturer and availability of the product
2. Product literature, outlining the operation of the system
3. Contact information:
   i. Name
   ii. Address
   iii. Phone Number
   iv. Email Address

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.077, "Sheriff Range Rehabilitation Target System", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/responders/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/responders/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Procurement Questions**

Procurement questions may be directed to Paul R. Nobles, CPPO, CPPB, FCCM, FCN, Purchasing Manager, Telephone#: (850) 595-4918, Fax#: (850) 595-4806, email: prnobles@myescambia.com.

Action Target Inc. Box 636, Provo, UT 84603-0636 801-377-8033 FAX: 801-377-8096

Escambia County Sheriff's Office

Pensacola, FL 32523-8770
Quotation: 113029 By: Aaron Ludwig Printed: 2018-Sep-24

Included Items:

1 **High Power Total Containment Trap (TCT-4D)** 550,000.00
- -Thirty-six (36), 4' lanes. 150' wide total
  - -Constructed of 3/8" AR500 steel
  - -Suspended from overhead structure (included)
  - -Galvanized protective roof
  - -Canister lead collection system
  - -Factory installation

1 **Power-90 Turning Target System** 100,000.00
- -Thirty-six (36) 90 degree turning targets
  - -Can be individually controlled or in unison
  - -Lap-top computer with SmartRange 2000 operating software
  - -Air Command wireless control
  - -Air compressor, air dryer, and all necessary hardware
  - -Factory installation

1 **Option - Protective Roof Ferring Plate** 5,800.00
- -AR500 steel ferring for ballistic protection of roof panels

1 **Performance and Payment Bond** 12,460.00

Total 668,260.00

Payment Terms:
PO with Milestones

Shipping Terms:
Ground

Installation Terms:
Factory Installation

Terms and Conditions:
You must reference the Order Number above on your purchase order to secure best price. Action Target

EXHIBIT
tabbies
B

reserves the right to adjust installation costs based upon the actual site conditions encountered. Unless explicitly itemized, price does not include taxes, bonds, fees, assessments, licenses, mandatory wage requirements or other regulatory costs which may be applicable to the job site.

Comments:
BID EXCLUSIONS:
-Concrete support pad
-Concrete pad depth calculation
-Underground conduit runs for wiring and hoses
-Housing for air compressor, system electronics, and lap-top (shed/tower)
-Ballistic knee-wall
-Any applicable taxes (assumed tax exempt)
-Electrical requirements

Use or Disclosure Statement: Any and all information and data contained herein is the property of Action Target Inc (ATI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

ESCAMBIA COUNTY FLORIDA

REQUEST FOR INFORMATION

Sheriff Range Rehabilitation Target System
Solicitation Identification Number PD 17-18.076

Information Requests Will Be Received Until:
2:00 p.m. CDT, July 19, 2018

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
e-mail: prnobles@myescambia.com

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.

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).

Escambia County Florida
REQUEST FOR INFORMATION
Responders Checklist
SHERIFF RANGE REHABILITATION TARGET SYSTEM
Solicitation Identification Number PD 17-18.002

How to Submit Your Response

- Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete responses are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late responses will be returned unopened.

The Following Documents Shall Be Returned With Response:

- Information Response

How to Submit a No Response

- If you do not wish to respond at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your response. Do not return with your response.

I. INTRODUCTION

A. Purpose

The County has identified a target system to be used a part of the Sheriff's Range Rehabilitation. The County is seeking additional products that can meet the specifications included herein.

OUTDOOR TOTAL CONTAINMENT TRAP (TCT) - (HEAVY DUTY MODULAR BULLET TRAP AND CONTAINMENT SYSTEM

A. Basis of Design

Acceptable product shall be a Total Containment Trap (TCT) by Action Target or equivalent.

B. Construction:

1. The bullet trap and containment system shall be a self-supporting, self-contained bullet backstop and containment unit of steel plate construction for heavy use on both indoor and outdoor high-volume ranges.
2. The trap plate layout shall employ a sloping funnel design with 3 top and 5 bottom impact plates (preferred) or 4 top and 4 bottom impact plates constructed of ⅜" thick steel with a mill certification of AR500.
3. The bullet trap and containment system shall be fully modular such that it may be assembled on-site or disassembled and moved.
    a. Assembly shall not require "permanent" connection means such as welding, riveting, etc.
    b. All modular components shall be completely prefabricated for simple assembly on site and shall not require cutting of materials or other sizing operations.
    c. All modular components shall be small enough to be carried through a standard 36"-wide doorway.
4. Trap plates shall be blasted and prepared to be in compliance with painting specification SP 6.
5. No trap plates shall be subjected to flame cutting (oxygen fuel cutting, such as acetylene, propane or MAPP gas, etc.). All ballistic plate cutting must be done on computer-controlled plasma equipment.
6. No welding shall be permitted on impact plates.
7. No impact plate may be constructed of permeable or flammable materials such as rubber, wood, plastics, etc.
8. All primary impact plates shall be arranged such that a bullet fired straight into the trap shall impact the plate at an angle of no greater than 16 degrees.
9. Vertical joints that connect modular components shall not be located at or near the front edge of the trap and shall occupy no more than 6% of the total aperture height of the trap.
10. All surfaces facing shooters shall be constructed of steel with a mill certification of AR500.
11. Joints shall have no exposed bolt heads.

12. Trap shall require no prior construction or site preparation other than a flat concrete pad with a prepared trench.
13. The trap shall be fully self-supported with an appropriate concrete pad (concrete pad by others).
14. Deflectors shall be installed on all blunt or joined surfaces and facing the firing line in order to deflect the bullet into the trap and reduce the possibility of ricochet.
15. The trap shall include a rib crimp style steel roof situated no more than 4" above the trap support structure and covering the entire area occupied by the trap with at least 1 ft. on each side of the trap and 3 ft. on the rear of the trap.
    a. The roof shall be watertight, protecting the trap and service area from precipitation.

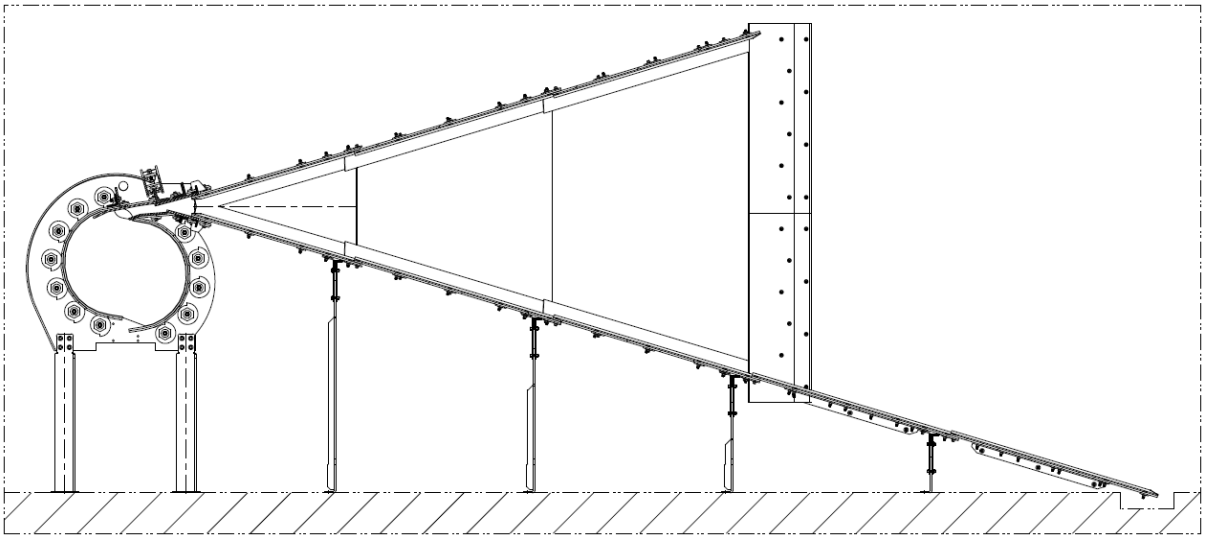


FIGURE 1: 3X5 TRAP PLATE LAYOUT

16. The material of the chamber impact places shall be mill certified AR500 steel with a thickness of ⅜".
17. Containment chamber is of single-piece construction that is fully welded and airtight.
18. Deceleration chamber shall consist of multiple bent or multiple individual surfaces at angles that decelerate and break down the bullet.

C. Performance Requirements:

1. Trap shall utilize steel impact plates to direct the bullet into an enclosed, sealed, and fully shielded chamber that safely captures the bullet and removes its velocity.
2. Deceleration shall occur in free air and not in any other medium such as rubber, water, etc. Trap shall not require the use of or introduce any chemical media such as oils, anti-freezes, chlorine, etc.
    a. Trap shall not introduce any substance that is EPA regulated, e.g. ethylene glycol and antifreeze.

b. Trap shall not introduce any substance that might act as a solvent for spent bullets or their by-products, e.g. water, which can be a solvent for some frangible materials.

3. The inside of the chamber shall be readily accessible for inspection without requiring removal of any kind of internal deceleration medium such as rubber, sand, or water, etc.
4. Bullet components that have lost their momentum shall be directed into a series of D.O.T. approved canisters.
    a. Removal of contained lead shall not require any process such as scooping, pouring, shoveling, sifting, etc. that would disturb the settled state of the lead and lead particulates.
5. Trap impact surfaces shall be UL 752 compliant and carry an ATI Class 2 rating (rifle rated).
    a. Trap impact surfaces shall carry an ATI Class 2 rating when fired into at a point blank range from the front aperture. See Tables 1 and 2 below for included calibers in this rating*.
6. Trap shall be able to capture a .50 BMG round when shot from 25 yards or farther from the mouth**.

TABLE 1: ATI CLASS 1 AND 2 BALLISTIC RATING PARAMETERS

Rating	Ammunition	Max	Max	Compliance
ATI Class 1	Pistol	1,485 fps	1,175 ft/lbs	Meets or exceeds UL 752 Level 3 standards
ATI Class 2	Rifle	3,388 fps	3,600 ft/lbs	Meets or exceeds UL 752 Level 5,7,8,9 &10 standards

TABLE 2: TYPICAL PISTOL AND RIFLE AMMUNITION

Typical Pistol Ammunition*			
Caliber	Cartridge Type	Max Velocity	Max energy
9mm	124gr FMJ	1,293 fps	460 ft/lbs
.357	158gr JSP	1,375 fps	663 ft/lbs
.40	180gr TMJ	1,000 fps	400 ft/lbs
.45	230gr TMJ	845 fps	365 ft/lbs
.44 mag	240gr SWC	1,485 fps	1,175 ft/lbs
Typical Rifle Ammunition*			
.22LR	40gr HP	1,260 fps	141 ft/lbs
5.56	55gr FMJ	3,388 fps	1,402ft/lbs
7.62	150gr FMJ	3,025 fps	3,048 ft/lbs
.308	150gr SPTZ	2,900 fps	2,800 ft/lbs
30:06	180gr SPTZ	2,900 fps	3,360 ft/lbs
300 Win.	190gr BTHP	2,900 fps	3,548 ft/lbs

* The above listed ammunitions are for demonstration purposes only. Certain ammunitions may fall outside stated safety ratings and should be used at user's risk.

** .50 BMG must be fired from at least 25 yards from the trap mouth. .50 BMG must not be fired from a fixed position. .50 BMG use will significantly decrease wear life of the trap. Damage due to .50 BMG use will not be covered under warranty.

Power-90 Turning Targets

A. Basis of Design:

Acceptable product shall be “Power-90” by Action Target.

B. Performance Requirements:

1. The actuator shall hold a cardboard type target which has two positions, frontface and edge, and shall be capable of turning quickly from any one position to any other position.
2. The actuator must be rated for severe weather conditions. It must be able to withstand submersion in water and operate in submerged conditions.
3. Turning times may be easily adjusted, using a screwdriver, without opening the unit.
4. Actuator shall contain the means to fully control turning time from edge to face. The range of control shall be from less than 0.5 seconds and up.
5. Actuators shall not require the use of tools to make air connections. Rather, all air connections shall be quick-connect, push-in air fittings for use with flexible air tubing. No rigid internal air carriers may be used.
6. Actuators shall be capable of independent or tandem operation.
7. Actuator shall have the ability to develop at least 31.0 ft-lbf of torque.
8. Actuator shall consume no more than 5.5 cubic inches of air per actuation. Total compressor power required for typical range installation not exceed 2 Hp.
9. Actuator shall be totally field repairable such that a complete field rebuild operation may be accomplished quickly by standard range personnel (without any special skills) using standard hand tools, such as a socket wrench, screw gun and screwdriver, and not require the use of power tools, such as impact wrenches, (both air and electric) and electric drills.
10. The actuator shall connect to a computer to allow multiple units to operate in a pre-programmed scenario or as an option, a push-button controlled wireless interface with the ability to run pre-programmed scenarios wirelessly.
11. The mechanism shall be protected from splatter at all angles and shall inherently protect tubing and control wires running inside. Actuator shall provide standard ½” conduit interface from the bottom or rear of unit.

C. Construction

1. All inner parts (hoses, piston, and access ports) shall be covered by a hot-dipped, galvanized, removable housing to protect all components.
2. All impact surfaces shall be separate from the actuator and shall be replaceable.
3. Actuator shall contain no electronic components (semi-conductors) whatsoever and shall not require electrical power to operate.
4. Option: target system must be capable of using an electrical signal for electric triggering and pneumatic operation.
5. All steel surfaces must be sandblasted and be in compliance with painting specification SP-6.

Options

A. Actuator may be attached to a flat concrete surface such that no special forming or berming is required for its installation.
B. Actuator may be completely self-standing.
C. In addition to the standard concrete mounting interface, there shall be available a portable interface allowing the unit to operate on asphalt, gravel or unimproved surfaces.
D. Actuator must have the capability of being mounted and operating inverted without changes being made to the actuator or the mounting brackets.

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to submit product designs to be considered shall submit one (1) hard copy and one (1) electronic copy of your firms Response that details the entity's interest. It is not necessary for the entity to submit a detailed proposal; however, the letter should be specific enough to include but not be limited to:

1. Manufacturer and availability of the product
2. Product literature, outlining the operation of the system
3. Contact information:
   i. Name
   ii. Address
   iii. Phone Number
   iv. Email Address

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.076, " Sheriff Range Rehabilitation Target System", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/respondrs/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/respondrs/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Procurement Questions**

Procurement questions may be directed to Paul R. Nobles, CPPO, CPPB, FCCM, FCN, Purchasing Manager, Telephone#: (850) 595-4918, Fax#: (850) 595-4806, email: prnobles@myescambia.com.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14817 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 10/04/2018
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 2018/2019:

A. Ferry Pass Middle School, in the amount of $1,000;

B. The Studer Family Children's Hospital at Sacred Heart, in the amount of $5,000;

C. Men's Barn Meeting, Inc., in the amount of $3,000;

D. Pensacola Sports, in the amount of $10,000;

E. WSRE-TV Foundation, Inc., in the amount of $10,000;

F. Tate High School Softball Booster Club, Inc., in the amount of $1,000; and

G. Capstone Adaptive Learning & Therapy Centers, Inc., in the amount of $500.

Upon approval of these funding allocations the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia 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):

Ferry Pass Middle School - $1,000
The Studer Family Children's Hospital at Sacred Heart - $5,000
Men's Barn Meeting Inc. - $3,000
Pensacola Sports - $10,000
WSRE-TV Foundation Inc. - $10,000
Tate High School Softball Booster Club Inc. - $1,000
Capstone Adaptive Learning & Therapy Centers Inc - $500

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

Ferry Pass Middle School
The Studer Family Children's Hospital at Sacred Heart

Men's Barn Meeting Inc
Pensacola Sports
WSRE-TV Foundation Inc
Tate High School Softball Booster Club Inc
Capstone Adaptive Learning & Therapy Centers 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

September 10, 2018

Ferry Pass Middle School
Attn: Kirby Bridges
8355 Yancey Avenue, Pensacola, FL 32514

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated August 28, 2018.

Dear Kirby Bridges,

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, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☐ 501c3 or c4 OR ☑ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: FERRY PASS MIDDLE SCHOOL DATE 8/28/18

POINT OF CONTACT KIRBY BRIDGES PH# 731-438-2361

EMAIL ADDRESS: KBRIDGES@ESCAMBIA.K12.FL.US ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 9/20/18 AMOUNT REQUESTED: $5,000.00

CHECK PAYABLE TO: FERRY PASS MIDDLE SCHOOL

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street 8355 YANCEY AVENUE City PENSACOLA State FL Zip Code 32514

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: Juanda White

TITLE OF CERTIFYING OFFICIAL: Principal

SIGNATURE (Digital): Juanda White DATE: 8/28/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 9/10/18		DAVID MORGAN, SHERIFF DATE 9/14/2018

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

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

PLEASE SEE ATTACHED JUSTIFICATION PAGE.

Project Overview

Ferry Pass Middle School is seeking a grant to implement a "house" system similar to that used in Great Britain with the objective of lowering referral rates, encouraging students to be active in community, and rewarding students for positive behavior. The idea is that by the end of the school year students will be more willing and capable of stepping into leadership roles, self-correcting negative behavior, feeling confident enough to correct any negative behavior in peers, and taking learned skills into their homes and communities. Funding in the amount of $5,000 is requested for purchase of required software, staff training, and incentives for students.

Statement of Need

This year Ferry Pass Middle School will have approximately 400 6th grade students, all coming from diverse home lives, economic backgrounds, and a wide range of behavioral challenges. As educators our biggest obstacle to having a safe, well-mannered campus is often negative student behavior. Our goal is to be able to recognize and reward students for positive behavior which, we feel, will encourage them to become exemplary citizens inside and outside school. In turn, it is our hope that students will then become exemplary citizens of their own communities. Ferry Pass Middle School is a Title 1 school. We believe that if these students are not given the structure and training needed to become productive, active, and engaged citizens they are, as studies show, more likely to be truant, drop out of school, or be incarcerated. If we are better equipped to intervene in problematic student behavior early on it is likely that we can curb that behavior as the student ages, therefore helping at-risk students by showing them the positives of being a productive and engaged student. It is our belief that training students in this way can actively turn them away from negative activities outside of school.

Program Description

The Ferry Pass Middle house project will enable at-risk students to learn leadership and community skills through appropriate interaction with their peer communities, mirroring appropriate and useful skills for use in their own communities. Through the LiveSchool program Ferry Pass Middle will establish a system in which students will be divided into a "house," which will become their school team for the remainder of their time at the Ferry Pass. The program will allow each classroom teacher to award merits or demerits based on the behavior rubric at Ferry Pass Middle. This will not only reinforce positive behavior and actions (such as being kind, or helping a teammate) but give teachers a plethora of data with which we can use to catch student behavior before it becomes out of control. We will also be working closely with our SRO in order to create a system where students with poor behavior can have a mentor to work with.

This money would help us fund the program for 6th grade this year and school-wide next year.

FERRY PASS MIDDLE SCHOOL

9/5/2018

Dear Officer Capozzolo or To Whom It May Concern:

This letter is to inform the Escambia County Sheriff's office that as a public middle school here in Escambia County, Ferry Pass Middle School is a not for profit entity. Kirby Bridges recently submitted grant documents that needed this attested to. Ferry Pass Middle School is a public school in Escambia County. We are seeking grant funds to improve student behavior using a unique behavior plan on top of what the school currently uses. We do not intend to make any profit should we receive grant monies from the Sheriff's Office.

Thank you for your time.

Michael Lawson
6th grade science
6th grade team leader
Ferry Pass Middle
mlawson@ecsd.me
850.494.5650 ext. 295

FLORIDA
DEPARTMENT OF REVENUE
Executive Director
Lisa Echevarri

December 5, 2011

ESCAMBIA COUNTY SCHOOL SYSTEM
ATTN: JOHN DOMBROSKIE
215 W Garden St
Pensacola FL 32502-5728

Re: Consumer's Certificate of Exemption No. 85-8013416509C-6

Ladies and Gentlemen:

The school board named above has met the qualifications for exemption as an Educational Institution as provided in section 212.08(7), Florida Statutes. The schools/facilities listed on the attachment are solely owned by and subordinate to the school board. With the approval of the Department, the school board has permitted these schools to utilize its Consumer's Certificate of Exemption for making purchases or leases of tangible personal property and services tax-exempt.

Each school/facility should maintain a copy of this letter and the attached list, as well as a copy of the board's Consumer's Certificate of Exemption for presentation to vendors as documentation of their tax-exempt status. If questions arise regarding the use of this certificate, please contact the Exemption Unit of the Department of Revenue at 850-487-7000.

Sincerely,

R. Scott Alvis
Revenue Manager
Account Management/Exemptions Unit
General Tax Administration

SA

DR-14
R. 04/11

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8013416509C-6	10/31/2015	10/31/2020	COUNTY GOVERNMENT

This certifies that

ESCAMBIA COUNTY SCHOOL SYSTEM
75 N PACE BLVD
PENSACOLA FL 32505-7965

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.

DR-14
R. 04/11

Important Information for Exempt Organizations

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.

FERRY PASS MIDDLE SCHOOL
8355 YANCEY AVENUE
PENSACOLA, FL 32514

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.
The School District of Escambia County

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) ▶ **Government Entity**

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.)
75 North Pace Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32505

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 59-6000597

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 ▶ Debbie Arnold Date ▶ 1/6/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

September 10, 2018

The Studer Family Children's Hospital at Sacred Heart
Attn: Cat Outzen
5151 N. Ninth Avenue, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated August 28, 2018.

Dear Cat Outzen,

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, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: The Studer Family Children's Hospital at Sacred Heart DATE 08/28/2018

POINT OF CONTACT Cat Outzen PH# (850) 416-4713

EMAIL ADDRESS: coutzen@ascension.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 10/01/2018 AMOUNT REQUESTED: ~~$10,000~~ $5,000

CHECK PAYABLE TO: Sacred Heart Health System

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 5151 N. Ninth Avenue 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 CAO (Initial)

NAME OF CERTIFYING OFFICIAL
Cathryn Outzen

TITLE OF CERTIFYING OFFICIAL
Director

SIGNATURE (Digital)
Outzen, Cathryn Digitally signed by Outzen, Cathryn Date: 2018.08.28 11:13:34 -05'00'

DATE
08/28/2018

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 9/10/18

DAVID MORGAN, SHERIFF

DATE 9/7/2018

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

The Studer Family Children's Hospital at Sacred Heart

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

This grant supports the development of an abusive head trauma (AHT) parent education program at Sacred Heart Hospital Pensacola. AHT, aka shaken baby syndrome, is a dangerous and debilitating form of child abuse often resulting in permanent disabilities or death. This grant will provide training and resources for nurses and new parents in the region. The app we would like to purchase is the Period of Purple Crying - the only evidence-based AHT prevention program proven to be effective in preventing abuse. The cost is $2.50 per family, and we anticipate 4,000 families to participate in both our Mother-Baby unit and our neonatal ICU. We estimate 3,700 births per year, with an additional 300 NICU babies not born at our hospital.

Prior to discharge, all new parents in both the normal newborn nursery and the neonatal intensive care unit will be offered the AHT web app to participate in a pre- and post-test and to view a video on the dangers of AHT. This form of child abuse prevention through parent education has been implemented successfully with promising outcomes in other states.

Florida currently does not have state legislation that mandates AHT educational prevention programs for all new parents. Despite the severity of the injuries and enormous societal costs previous studies suggest that 25 to 50% of people have not received information about AHT. The economic costs of AHT injuries are significant. Inpatient hospitalization costs initially average $18,000 to $70,000 per child with ongoing medical costs exceeding $300,000 per child. Many children with AHT require long-term medical services including physical, occupational, speech, and educational therapies. They may also require lifelong custodial care.

In a single case, the long-term management costs may exceed $1 million. An effective prevention campaign could potentially save the lives of many children and improve the quality of life for many others. The costs of such a campaign could be recovered from the economic savings to society. Due to the majority of AHT occurring within such a specific, short age range, prevention is most efficient when targeting individuals in that specific situational circumstance, rather than a general public education program. Specifically, the role of AHT prevention might be not to educate the general public, but to remind the right people at the right time. The implementation of a hospital-based

JUSTIFICATION Cont.

program targeting parents of newborn infants is the most effective method for several reasons. First, the vast majority of AHT perpetrators are the parents. Second, babies under the age of 1 are at the highest risk for AHT. Third, childbirth affords the longest period of close contact between parents and the medical community. Lastly, research has shown that adults learn best when practical information is offered to help them through a period of great change. Further, during a big life change (like childbirth), adults are most likely to seek new information and participate in active learning.

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: June 2, 2017

Person to Contact:
R. Meyer ID# 0110429
Toll Free Telephone Number:
877-829-5500

United States Conference of Catholic Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Group Exemption Number:
0928

Dear Sir/Madam:

This responds to your June 2, 2017, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2017*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2017* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Most subordinate organizations are not separately listed in Publication 78 or the EO Business Master File. Donors may verify that a subordinate organization is included

in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. *See* IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

0000016 03/20/14

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012620967C-4	05/31/2014	05/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SACRED HEART HEALTH SYSTEM INC
5151 N 9TH AVE
PENSACOLA FL 32504-8721

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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.
Sacred Heart Health System, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ➤ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ➤ **501(c)(3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5151 North 9th Ave.

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 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 - 0 6 3 4 4 3 4

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 ➤ Susan Comejo Date ➤ 1-8-16

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.

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

September 10, 2018

Men's Barn Meeting Inc.
Attn: James Porter
5800 Piggrim Trail West, Molino FL 32577

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated September 5, 2018.

Dear James Porter,

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, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $3000. 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: MEN'S BARN MEETING, INC DATE Sept 5, 2018

POINT OF CONTACT JAMES P. PORTER PH# 850-587-2893

EMAIL ADDRESS: THERJPP@AOL.COM ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 4th QUARTER 2018 AMOUNT REQUESTED: 3,000.00

CHECK PAYABLE TO: MEN'S BARN MEETING, INC.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 5800 PIGGRIM TRAIL WEST City MOLINO State FL Zip Code 32577

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 JPP (Initial)

NAME OF CERTIFYING OFFICIAL JAMES P. PORTER

TITLE OF CERTIFYING OFFICIAL PRESIDENT

SIGNATURE (Digital) James P Porter

DATE 09/05/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $3,000.00
SHERIFF		☑	☐	

CFO ASSISTANT Date processed 9/10/18

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 9/7/18

ORIGINAL

1/2018

AGENCY NAME: | Men's Barn Meeting, Inc.
DATE OF SUBMISSION: SEP 5, 2018

REQUIRED INFORMATION **JUSTIFICATION FOR FUNDING**

PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING
Per Florida State Statute Florida Statutes - Chapter 932.7055 - Such funds may be used only for school resource, crime prevention, safe neighborhood, drug abuse education, or drug prevention programs or such other law enforcement purposes

THIS APPLICATION WILL NOT BE PROCESSED WITHOUT THIS INFORMATION: YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

We are a 501 –C-3 tax exempt non-profit organization and have been in operation since August 2002 (now in our 16th year). We meet monthly and serve a full course steak supper, have about 30 minutes of live music, followed by a featured guest speaker of the month. Our speakers come in from literally all over the USA. The speakers have unique stories and backgrounds and they share their story with the men & boys (now we have Ladies Barn Meetings as well). The speakers have ranged from former drug users, gang members, famous musicians, professional rodeo cowboys, sportsmen, military veterans, to pastors. One of our Ladies speakers is a reformed former prostitute, druggie, and armed robber, who now travels the country offering hope to those struggling.

Our meetings normally attract anywhere from 300 to 400 men each month. The meetings are completely free to attendees and open to everyone. There are no strings attached and there is nothing to join or pay. We are an independent work (not affiliated with any one church or organization) and there are no paid employees. All cooking, serving, setting up and cleaning up is done by volunteers from the community. We have served over 55,000 people to date.

Our attendees come from all walks of life including some homeless who come with the Waterfront Mission each month. We teach hope and changed lives.

We have countless stories of changed lives and restored marriages through the years. At one meeting we even had someone come up and hand one of our workers a bag with a large quantity of a drug in it and make the statement "Here, I won't need this anymore after tonight." We flushed it down the toilet immediately. We have had former drug dealers and users tell their stories of how they changed their lives and are now living productive lives. At each meeting we have a group of men from the Christian Motorcycle Association (CMA who offer counseling to many who request it each month. We have a posted sign visible to all in attendance in accordance with the Sheriff's letter as requested several years ago when we applied.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 12 2008

MENS BARN MEETING INC
C/O JIM PORTER
6218 N 9TH AVE
PENSACOLA, FL 32504

ITIN
SCOTT PORTER

Employer Identification Number:
26-0657227
DLN:
17053298007027
Contact Person:
DONNA ELLIOT-MOORE ID# 50304
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 5, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2011
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

85-8012959795C-0	12/31/2013	12/31/2018	501(C)(3) ORGANIZATIO
ate Number	Effective Date	Expiration Date	Exemption Category

ertifies that

MENS BARN MEETING INC
5800 PILGRIM TRL W
MOLINO FL 32577-7067

mpt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tai nal property purchased or rented, or services purchased.

Important Information for Exempt Organizations

You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purcha See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

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 regi and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from thi requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

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 liat payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-deg felony. Any violation will require the revocation of this certificate.

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 "Registratic Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 64 Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2011)
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)
MEN'S BARN MEETING, INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶ 501 c3 NOT FOR PROFIT

Address (number, street, and apt. or suite no.)
5800 PILGRIM TRAIL WEST

Requester's name and address (optional)

City, state, and ZIP code
MOLINO, FL 32577

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
26 - 0657227

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 ▶ James P Porter, Pres. Date ▶ Sept 5, 2018

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.

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

September 10, 2018

Pensacola Sports
Attn: Mike Price
101 W. Main Street, Pensacola, FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated September 6, 2018.

Dear Mike Price,

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 $10,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Pensacola Sports DATE 09/06/2018

POINT OF CONTACT Mike Price PH# (850) 434-2800

EMAIL ADDRESS: mprice@pensacolasports.org ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 11/12/2018 AMOUNT REQUESTED: $ 15,000

CHECK PAYABLE TO: Pensacola Sports

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 101 W. Main St. City Pensacola State Fl Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief MPP (Initial)

NAME OF CERTIFYING OFFICIAL
Michael Price

TITLE OF CERTIFYING OFFICIAL
Event Manager

SIGNATURE (Digital)
Michael price Digitally signed by Michael price Date: 2018.09.06 10:31:57 -05'00'

DATE
09/06/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $10,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 9/10/18		DAVID MORGAN, SHERIFF 9/7/2018 DATE

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Pensacola Sports

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

Pensacola Sports will use the funding to spread the message of Crime Prevention, Drug Education, and Drug Prevention through our youth and High School Sporting Events. As a sponsor of our Subway High School All-Star Series, KickStart Soccer Clinic, and Racquet Roundup Tennis Camps the ECSO will be able to partner with Pensacola Sports to help spread the message to over 1,000 kids between the ages of 5 & 18.

The funding will go to creating a better event experience for the participants, fans, families, and other spectators. We will spread the message through; PA announcements, Booth set-up, fliers, program ads, banners, advertisements on radio and TV, and more.

Please see our attached presentation, to view a more detailed breakdown of Pensacola Sports and the events that ECSO would be involved in.

Pensacola Sports 2018-19 Partnership Proposal to:

SUBWAY
High School All★Star Series
PENSACOLA SPORTS

ESCAMBIA COUNTY SHERIFF – WHAT'S IN IT FOR YOU?

Opportunity

- To promote message of crime prevention, drug prevention, and drug education
- To reach over 375 student athletes and over 4,000 friends and families
- To reach over 700 children between the ages of 5 & 12
- To better engage ECSO with the local school systems

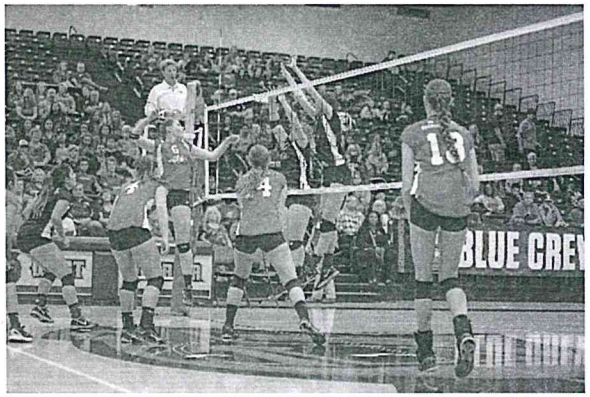




SUBWAY HIGH SCHOOL ALL-STAR SERIES

Full - Page Color Program-Ad

- Over 2000 programs given out throughout the Series
- Include Rosters, Series Info, Pensacola Sports Calendar and more
- FREE for fans.



PA Announcements

- Will make announcements of your choosing at both the Banquets and the games

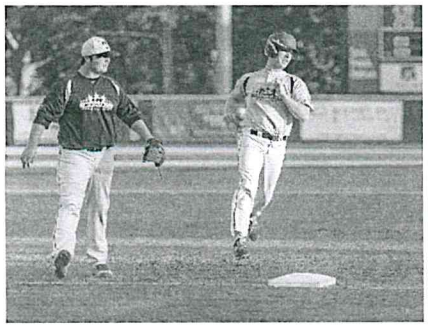
Banner/Flags

- Hang Banner or flags at high traffic entrance to all Subway HSAS Events

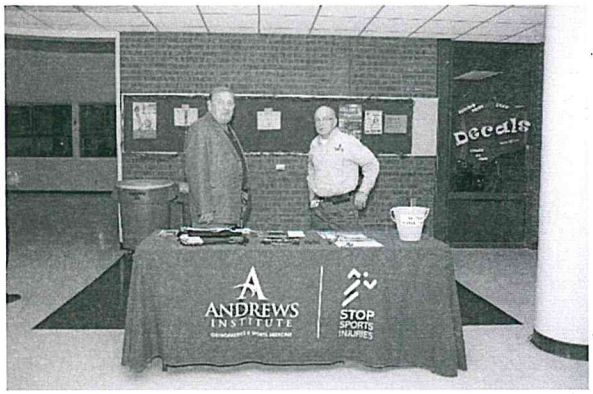


ECSO Representation

- ECSO officers or representatives can present to attendees at all banquets.
- ECSO will have free entry to any HSAS Game



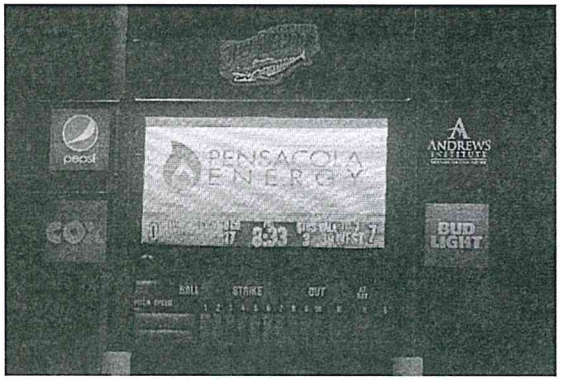




SUBWAY HIGH SCHOOL ALL-STAR FOOTBALL GAME
PRESENTED BY THE ESCAMBIA COUNTY SHERIFF'S OFFICE

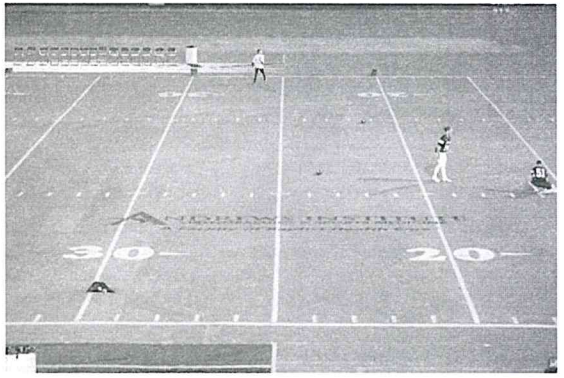
Presenting Sponsor of All-Star Football Game

- "Subway High School All-Star Football Game Presented by The Escambia County Sheriff's Office" exact name tbd.
- December 14, 2018 @ Blue Wahoos Stadium
    - Approx.. 1200 people in attendance
- Mentioned in all advertisements, press releases, & social media posts
- ECSO logo painted on field



Booth Set-Up

- Chance to reach over 1000 people face to face
- Hand out promotional items, info on drug education



Video Board Message

- Ability to play ECSO videos or commercials during game
- Have ECSO logo loop during game

PA Announcements

- Will make announcements of your choosing
- Opportunity to spread messages on Drug and Crime Prevention
- Will direct people to your booth



National Anthem

- Sherriff Morgan to sing National Anthem on field before kick-off

2018-19 Subway High School All-Star Series

2018 Volleyball

- **Banquet – Nov. 14** – Gulf Breeze Rec Center - Attendance – **175 People**
- **Game – Nov. 15** – UWF - Attendance – **350 people**

2018 Football

- **Banquet – Dec. 13** – G.B Rec Center – Attendance – **375 People**
- **Game – Dec. 14** – Blue Wahoos Stadium – Attendance – **1200 people**

2019 Soccer

- **Banquet – Feb. 27** – G.B Rec Center – Attendance – **250 People**
- **Game – Feb. 28**– Gulf Breeze High School – Attendance – **350 People**

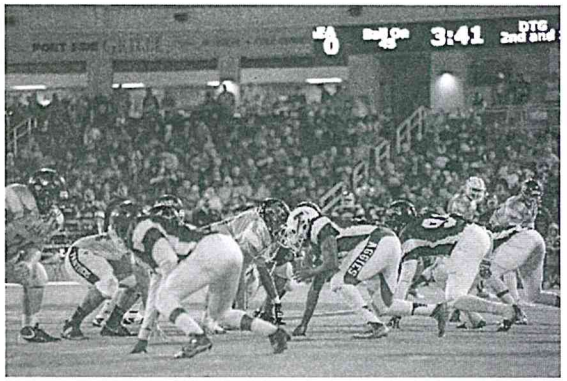
2019 Basketball

- **Banquet – March 14**– G.B Rec Center – Attendance – **300 People**
- **Game – Mar. 15** – PSC Hartsell Arena – Attendance – **1000 People**

2019 Baseball/Softball

- **Banquet – June 5** – G.B Rec Center – Attendance – **375 People**
- **Game – June 6**– UWF – Attendance – **700 People**











About The Subway High School All-Star Series

- Since 2004, over 3,900 of the finest athletes from Northwest Florida have showcased their skills for college scouts, family and classmates.
- Over 75 athletes from the 2016/2017 games continuing their sport at the college level.
- Each school in the three county area is guaranteed at least one spot on the all-star team, given they have an eligible senior, and every player will play in the game.







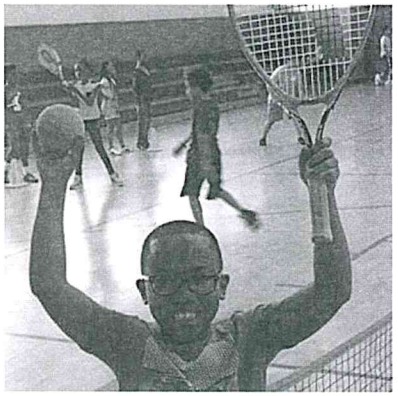




Racquet Round-up & KickStart Soccer

Racquet Round-Up

- Free tennis camp held at five locations throughout the month of June
- Over 500 kids between the ages of 5 and 12 participate
- All Kids receive a gift (towel, ice pack, water bottle, etc.)
    - Would include ESCO Logo



KickStart Soccer

- Free Soccer Camp held at Brent Football field in August
- Over 200 kids between the ages of 5 & 12 participated in 2017
- Every child receives a free ball and shin guards to continue playing throughout the year



Mission

- These camps were to created to give kids a safe, fun, and friendly environment to receive training in a sport, in which they had never been exposed to



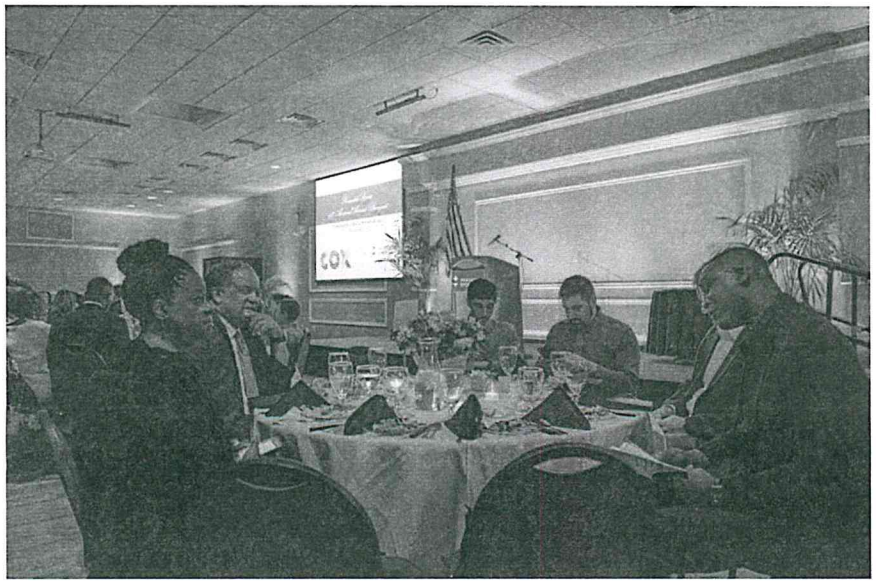
2019 Annual Awards Banquet

Table

- ECSO will receive tickets for 5 attendees

Annual Awards Banquet

- Longest running Pensacola Sports event, 63 years this year
- Banquet to recognize and award achievements and milestones by local athletes and teams including youth, high school, college, and professional
- 2018 speaker was Justin Gatlin





2019 Pensacola Beach Firefighters Challenge

Firefighters Challenge

- Started in 2016, held in April on Pensacola Beach
- Five station firefighter skill obstacle course
- Solo firefighters or a 5-person relay team compete
- 240 participants, several thousand spectators attend
  - Free to the public
- First responder vehicle display
  - Opportunity to bring out Mobile Command Center & other vehicles
  - Hand out info on drug and crime awareness, and drug education
  - Hand out gifts to the kids and their families as they make their way to the beach/competition









SENIOR SCHOLAR BANQUET

Presenting Sponsor of a Senior Scholar Sport

- "Escambia County Sherriff Senior Scholar Football Players"
- Logo on Screen during presentations
- PA Announcements Made

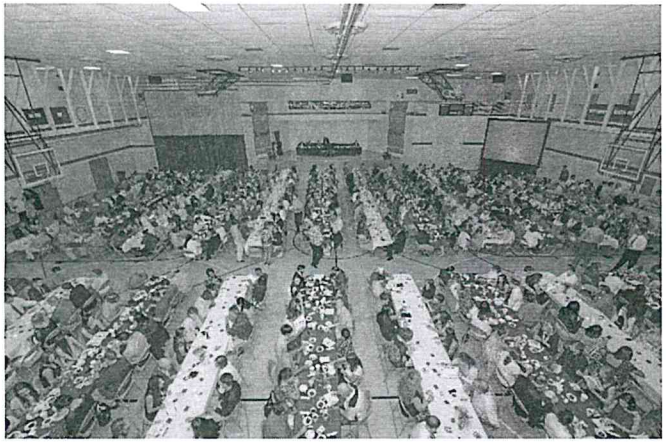
Booth Set-Up at the Banquet

- Chance to reach over 700 people including over 220 families from Escambia and Santa Rosa counties
- Hand out promotional items, gifts, brochures, etc.

Banner/Flags

- Hang Banner and flags at high traffic entrance to the Banquet







About Pensacola Sports

- Florida's first and oldest sports commission, dates back to 1955
- Reach over 25,000 people across a variety of sporting events
- Focus is education, inspiration, and participation in various team, individual, amateur, and professional sporting activities.









2018-2019 Partnership Proposal

The goal of this proposal is to create a beneficial partnership to give The Escambia County Sheriff's Office exposure to Pensacola Sports event fans, participants, families, sponsors, the community, and media.

Pensacola Sports welcomes questions and feedback regarding this relationship.

Presented by:
Mike Price
Pensacola Sports
Event Manager
mprice@pensacolasports.org
850-434-2800

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: May 16, 2001

Person to Contact:
Jeremy L. Vogelpohl 31-03888
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-2113050

Pensacola Sports Association Foundation, Inc.
P.O. Box 12463
Pensacola, FL 32582-2463

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in September 1981 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(3).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Pensacola Sports Association Foundation, Inc.
59-2113050

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

0000013 01/25/18

FLORIDA

Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012739852C-2	01/10/2018	01/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PENSACOLA SPORTS ASSOCIATION
FOUNDATION INC
101 W MAIN ST
PENSACOLA FL 32502-5711

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. 01/18

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 about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Pensacola Sports Association

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.

101 W. Main Street

6 City, state, and ZIP code

Pensacola, Florida 32502

Requester's name and address (optional)

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	–	0	7	6	7	9	5	3

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** ▶ Miriam Yarbrough **Date** ▶ 8-23-18

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.*

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

September 10, 2018

WSRE-TV Foundation Inc.
Attn: Suzie Payne
1000 College Blvd, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated September 6, 2018.

Dear Suzie Payne,

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 $10,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☐ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: WSRE-TV Foundation, Inc. DATE 09/06/2018

POINT OF CONTACT Suzie Payne PH# (850) 484-1054

EMAIL ADDRESS: sdpayne@wsre.org ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 10/12/2018 AMOUNT REQUESTED: $ 10,000

CHECK PAYABLE TO: WSRE-TV Foundation, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1000 College Blvd 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
Bob Culkeen

TITLE OF CERTIFYING OFFICIAL
General Manager, WSRE-TV

SIGNATURE (Digital)

DATE
9-5-18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $10,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 9/10/18

DAVID MORGAN, SHERIFF

DATE 9/7/2018

1-2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

WSRE-TV Foundation, 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

WSRE's upcoming 30th Annual Wine and Food Classic will be held on Friday, October 19th through Sunday, October 21st. As a sponsor of this event you will receive 8 tickets to both Friday night walkabout event with 400+ guests in attendance along with 14 local chefs and Celebrity Chef Sara Moulton. This event will be held beach side. On Saturday night, a sit down dinner will be held and you will be given 8 tickets. The dress on Saturday evening will be cocktail attire. This event will have a presentation by Chef Moulton along with a live auction conducted. Both events are to be held at the Pensacola Beach Hilton Hotel. The weekend will conclude with a book signing from 1-3 p.m. featuring Chef Moulton and her new cookbook, Home Cooking 101 at So Gourmet & Kitchenry in Downtown Pensacola, hosted by Rishy Studer.

Your sponsorship helps support the free Imagination Station early learning activity center at Blue Wahoos Stadium, where parents and children play and learn together; help train teachers to use PBS Learning Media in their classrooms and connecting our children to thousands of cirriculum-aligned on-line educational resources. WSRE-TV, PBS for the Gulf Coast promotes children's programming and educational outreach in support of the mission for our station, to positively impact communities through education, entertainment and engagement.

The second event to be held on April 20, 2019 in the Amos Performance Studio, titled "Be My Neighbor Day". This a free communty event focusing on early learning along with health and safety resources for families of young children. WSRE works together with the Govenors' Office and local DCF organization to connect community organizations to Escambia County and surrounding area families. The focus is also on Daniel Tigers Neighborhood, a spin off of the iconic "Mr Rogers, Be My Neighbor" program. The ultimate goal is to help foster an interest in reading and writing, to encouage positive social skills and to model age appropriate problem solving strategies.

Pirates, Pinot & Pearls

30TH ANNUAL WSRE WINE & FOOD CLASSIC

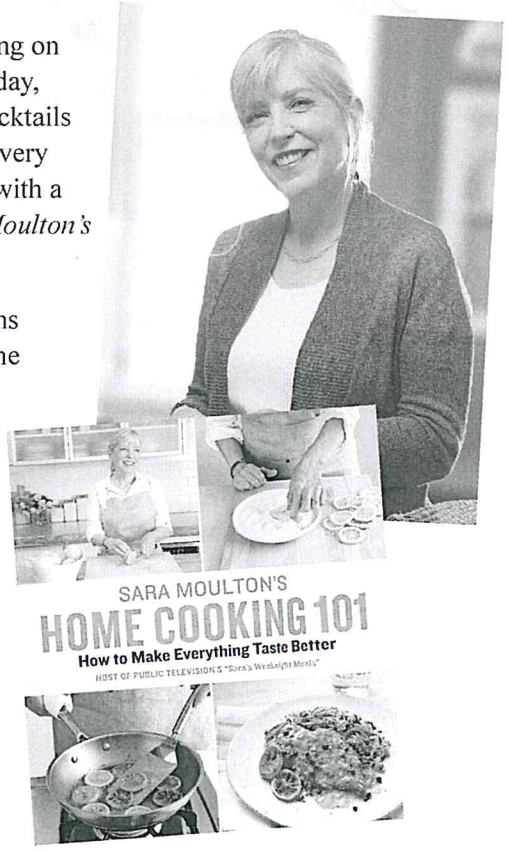
Ahoy, Matey!

All hands on deck to join us for WSRE's ***"Pirates, Pinot and Pearls"*** 30th Annual Wine and Food Classic. WSRE and The Bodacious Family of Shops present a weekend of fundraising events to be held October 19–21, 2018 in support of **media that matters** to our community. Please save the dates and confirm your sponsorship now!

Your sponsorship:

- Helps support the free WSRE Imagination Station early learning activity center at Blue Wahoos Stadium, where parents and children play and learn together;
- Helps train teachers to use PBS LearningMedia in their classrooms, connecting our children to thousands of curriculum-aligned online educational resources;
- Helps support high quality programming that engages, educates and entertains people in our community.

This year's Wine and Food Classic weekend starts with the walkabout tasting on Friday from 6 to 9 p.m. beachside at the Hilton Pensacola Beach. On Saturday, a dinner event will be held in the Hilton Pensacola Beach ballroom with cocktails and hors d'oeuvres served at 5:15 p.m. and dinner beginning at 6 p.m. Our very special guest will be PBS Chef Sara Moulton. The weekend will conclude with a book signing from 1 to 3 p.m. featuring Sara Moulton and her book *Sara Moulton's Home Cooking 101* at So Gourmet & Kitchenry in Downtown Pensacola.



Enclosed are the sponsorship details for this event. If you have any questions or need additional information, please call me at (850) 484-1246 or email me at mhuntinghouse@wsre.org.

Thank you for supporting WSRE by being a part of this event and … *batten down the hatches for a blimey good time!*

Our adventure awaits,

Maryette Huntinghouse
Director of Development/Community Engagement

WSRE
A SERVICE OF PENSACOLA STATE COLLEGE

Kugelman Center for Telecommunications • 1000 College Boulevard • Pensacola, Florida 32504
850.484.1200 phone • 850.484.1255 fax • wsre.org

Pirates, Pinot & Pearls

30TH ANNUAL

WSRE WINE & FOOD CLASSIC

Event Sponsorship Levels

Sponsorships must be paid in full by October 15, 2018.
Monthly payments can be arranged. Thank you!

$1,000 Sponsor Package

Benefits:

- Four (4) Tickets: Beachside Walkabout Tasting at the Hilton Pensacola Beach on Friday, Oct. 19

Recognition:

- Sponsor Listing on Post-Event On-Air "Thank You" Spot Broadcast by WSRE
- Logo/Name on the following promotional materials:
  - Event Signs
  - Event Program Booklet
  - Event Web Page at wsre.org/wineandfood (linked to sponsor website)

$2,500 Sponsor Package *includes all above, plus:*

Benefits:

- Four (4) Tickets: Multi-Course Dinner at the Hilton Pensacola Beach Ballroom on Saturday, Oct. 20

Recognition:

- Treasure Bag Promotional Item (supplied by sponsor for 500 take-home goody bags)
- Sponsor Listing in WSRE's Quarterly View member newsletter (dist. 3,500+)

$5,000 Sponsor Package *includes all Recognition items above, plus:*

Benefits:

- Eight (8) Tickets: Beachside Walkabout Tasting at the Hilton Pensacola Beach on Friday, Oct. 19
- Eight (8) Tickets: Multi-Course Dinner at the Hilton Pensacola Beach Ballroom on Saturday, Oct. 20
- $1,500 Time Bank of On-Air Underwriting Credit on WSRE 23.1 (Must be used by Jan. 31, 2019.)

Recognition:

- Logo/Name on Print Ads
- Name with Website Link on Two (2) E-Blasts to 8,400+ WSRE Subscribers
- Logo/Name on On-Air Event Spots Broadcast by WSRE and Media Partners

$10,000 Specialty Sponsor Package *includes all* above, plus:*

Benefits:

- $4,000 Time Bank (*including $1,500 listed above) of On-Air Underwriting Credit on WSRE 23.1 (Signature Channel), WSRE Create 23.3 and/or WSRE PBS KIDS 23.4 (Must be used by Jan. 31, 2019.)

Recognition:

- Named as a "Specialty Sponsor" of Guest Celebrity Chef, VIP Reception, Music, etc. *Please call 484-1246 for availability.*

Important Dates

Signed sponsorship agreement and logo must be received by WSRE on or before:

May 31 ..... Deadline for sponsor recognition in all print advertising opportunities.
August 20 ..... Deadline for sponsor recognition in e-blasts and video promos on TV and online
September 20 ..... Deadline for sponsor recognition on event signage and event materials for Treasure Bags

Final Payment must be received by October 15, 2018. ***Thank you!***

Pirates, Pinot & Pearls

30TH ANNUAL WSRE WINE & FOOD CLASSIC

DESIRED SPONSORSHIP LEVEL

___ **$1,000**
___ **$2,500**
___ **$5,000**
___ **$10,000**

Company Name/Logo* _____

Website: _____

Contact Name: _____

Contact Email: _____

Contact Phone Number: _____

Address: _____

City, State, Zip: _____

PAYMENT: ❒ **Check #**_____ **(Payable to: WSRE TV Foundation)** ❒ **CC**

Card Number: _____ **Exp. Date:** _____

❒ **Bill (See below)**

Billing Instructions: ❒ **Email** ❒ **US Postal**

Billing Contact: _____

Address: _____

City, State, Zip: _____

Phone _____ **Email** _____

Authorized Signature _____ **Date:** _____

* **Print all names legibly and exactly as they should appear in all materials. Send logo directly to our graphic artist, Tracey Burgess, at tburgess@wsre.org (jpeg, tif, eps, psd, or ai file)**

To submit your signed form or for more information, contact Suzie Payne at 850-484-1054 or sdpayne@wsre.org



WSRE
A SERVICE OF PENSACOLA STATE COLLEGE

1000 College Boulevard
Pensacola, Florida 32504
850.484.1200 phone
wsre.org

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 09 1994

WSRE-TV FOUNDATION INC
1000 COLLEGE BLVD
PENSACOLA, FL 32504

Employer Identification Number:
59-2993200
DLN:
584238035
Contact Person:
LORETTA HAMILTON ID# 52621
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
May 1, 1990
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.

WSRE-TV FOUNDATION INC

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,

Steven T. Miller
Director, Exempt Organizations

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012530962C-5	11/30/2015	11/30/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WSRE TV FOUNDATION INC
1000 COLLEGE BLVD
PENSACOLA FL 32504-8910

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. 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.
WSRE-TV FOUNDATION, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ **501(c)(3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1000 College Blvd.

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	2	9	9	3	2	0	0

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 ▶ Laura J. Shand Date ▶ 1/22/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

September 12, 2018

Tate High School Softball Booster Club Inc.
Attn: Christy Folmar
P.O. Box 855, Gonzalez, FL 32560

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated September 7, 2018.

Dear Christy Folmar,

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 or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Tate High School Softball Booster Club. Inc. DATE 09/07/18

POINT OF CONTACT Christy Folmar PH# 850-324-8756

EMAIL ADDRESS: cfolmar1@gmail.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) AMOUNT REQUESTED: ~~400.00~~ 1,000.00

CHECK PAYABLE TO: Tate High School Softball Booster Club

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street	City	State	Zip Code
PO Box 855	Gonzalez	FL	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 Christy Folmar

TITLE OF CERTIFYING OFFICIAL Treasurer

SIGNATURE (Digital) Christy Folmar

DATE 09/07/18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $1,000.00

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 9/12/18

DAVID MORGAN, SHERIFF

DATE 9/11/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Tate High School Softball Booster Club

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

All funds raised by the Tate High School Softball Booster Club go directly to support the organization. Some of the items funds are spent on are cleats, uniforms, tournament fees, umpire fees, travel for two out of town tournaments which includes lodging, food, etc., Softballs, upkeep of the softball field and softball facility, etc. We feel that being involved in any extra curricular activity helps prevent crime and drug use. Being involved with a team like Tate Softball teaches the girls dedication, hard work, team work and respect not only for adults but for their peers. We feel that all of the time spent at softball practice and softball games is keeping the girls busy and is something positive they are choosing to do with their time. We thank you for considering supporting Tate Softball and look forward to making the softball program and facility even better than it already is.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 23 2010

TATE HIGH SCHOOL BOOSTER CLUB INC
C/O HOLLEY DIXON
950 DEEDRA AVE
PENSACOLA, FL 32514

Employer Identification Number:
20-5996973
DLN:
17053204305030
Contact Person:
RONALD D BELL ID# 31185
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
May 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
December 7, 2006
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

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.
Tate High School Booster 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) ▶

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.
1771 Tate Rd

6 City, state, and ZIP code
Cantonment, Fl 32533

Requester's name and address (optional)

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
2	0	–	5	9	9	6	9	7	3

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 ▶** Christy Holmar **Date ▶** 6/10/18

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.*

Form **W-9**
(Rev. December 2011)
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)
Tate High School Booster Club, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1771 Tate Road

Requester's name and address (optional)

City, state, and ZIP code
Cantonment, FL 32533

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
[2][0] - [5][9][9][6][9][7][3]

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** ▶ [signature] **Date** ▶ 11/23/15

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.

0000055 11/18/15

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8015492597C-1	11/09/2015	11/30/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

TATE HIGH SCHOOL BOOSTER CLUB INC
2700 SOUTHERN OAKS DR
CANTONMENT FL 32533-3830

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

September 17, 2018

Capstone Adaptive Learning & Therapy Centers Inc.
Attn: Buzz Ritchie
2912 North E Street, Pensacola, FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated September 10, 2018.

Dear Buzz Ritchie,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $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.

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: Capstone Adaptive Learning & Therapy Centers, Inc. DATE 09/10/2018

POINT OF CONTACT Buzz Ritchie PH# (850) 432-1596

EMAIL ADDRESS: britchie@capstoneadaptivelearnin ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 09/28/2018 AMOUNT REQUESTED: ~~$ 5,000~~ 500.00

CHECK PAYABLE TO: Capstone Adaptive Learning and Therapy Centers, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 2912 North E Street City Pensacola State FL Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief LRA (Initial)

NAME OF CERTIFYING OFFICIAL
Larry Anderson

SIGNATURE (Digital) Larry Anderson

TITLE OF CERTIFYING OFFICIAL
Board Chairman

DATE
9-11-18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 9/17/18		DAVID MORGAN, SHERIFF 9/14/2018 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Capstone Adaptive Learning & Therapy Centers, Inc. - Capstone Academy

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 attached Justification for Funding for Capstone Academy Pensacola

Escambia County Sheriff's Office
Application for
State Law Enforcement Trust Fund Monies

Justification for Funding for Crime Prevention

Capstone Academy Pensacola (4901 West Fairfield Drive)

Capstone Academy is a free nonprofit public charter school. Our demographic/population are infants and children to age 22 with and without developmental disabilities/delays (autism, cerebral palsy, intellectual disabilities, etc.) as well as medical and behavioral concerns. Nearly 150 children attend Capstone Academy annually.

Those served include:

- Participants attending therapeutic services (speech, occupational, physical therapies) for infants up to age 22, in a classroom or clinic environment.
- Exceptional Student Education Pre-Kindergarten (ESE Pre-K), school readiness, is for students ages two and a half (2-1/2) to five (5) with disabilities/delays.
- Voluntary Pre-Kindergarten, school readiness, for typically developing four (4) year olds.
- Our Time after/summer school for school aged children, five (5) to 18, with developmental disabilities/delays that other child care centers will not accept or are unable to serve.

Capstone Academy employs 30 full and part-time teachers, aides, administrative staff, and speech/occupational/physical/behavioral therapists who are on campus each day. In addition, parents/care givers, siblings, school district personnel, counselors, volunteers, vendors, and others visit the campus during business hours – Monday through Friday, 7 AM to 6 PM.

Senate Bill 7026 (The Marjory Stoneman Douglas High School Public Safety Act), was enacted this summer to provide enhanced protection at all Florida schools through the establishment of threat assessments/teams and have School Resource Officers (SRO) or law enforcement on campuses. *Capstone Academy Pensacola is one of those schools.*

SB 7026 requires a threat assessment of schools and appointment of threat assessment teams to include school district and school personnel, law enforcement officers, and mental health counselors. *Our team is identified and meets monthly.*

The requirement of SRO on school campuses at ALL Florida schools (public charter schools included) is a woefully under-funded mandate, which probably will not be funded in 2019/20. While the Florida Dept. of Education and local school districts struggle with interpretation of, and adherence to, SB 7026, all schools are doing what they can to be in compliance.

Capstone Academy Pensacola's annual allotment under SB 7026 is $787.

In essence, there is no funding in Capstone Academy's budget for SROs on campus while students, personnel, and/or visitors are present.

The Escambia County School District has made arrangements with the Florida Highway Safety and Motor Vehicle Department and other state agencies (Fire Marshall; Fish and Wildlife Commission; Highway Patrol; Alcohol, Tobacco, and Firearms) who have agreed to cover charter school sites with a Campus Security Officer (CSO) for the 2018-2019 school year. Other districts in the state are using these agencies as many local law enforcement agencies do not have staff to cover all school sites within a school district.

Escambia County School District informed us that we (Capstone) must pay the individual officer. No additional funding from the School District. They also relayed, we will have to negotiate paying mileage for the officers when they travel between schools. (The rate for mileage is .4450 cents per mile.) The rate per CSO hour will be in the range of $40.00-$50.00.

The expense of having a CSO/SRO on campus for ESE Pre-K only (4.25 hours a day x 5 days a week for 36 week) ranges from $30,600 to $38,250 (not counting mileage) annually.

Our request is for $5,000 SLET funds to help offset the expense to have an SRO on Capstone Academy campus to remain within the law of SB 7026.

Even though this is a direct support request, Capstone will be proud to display the approved Crime/Drug Abuse Prevention logo at the school.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248360116
Oct. 16, 2014 LTR 4168C 0
59-0737912 000000 00
00016677
BODC: TE

CAPSTONE ADAPTIVE LEARNING AND
THERAPY CENTERS INC
2912 N E ST
PENSACOLA FL 32501

24298

Employer Identification Number: 59-0737912
Person to Contact: Ms. Harper
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 06, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in December 1954.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248360116
Oct. 16, 2014 LTR 4168C 0
59-0737912 000000 00
00016678

CAPSTONE ADAPTIVE LEARNING AND
THERAPY CENTERS INC
2912 N E ST
PENSACOLA FL 32501

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Susan M. O'Neill

Susan M. O'Neill, Department Mgr.
Accounts Management Operations

Form **W-9**
(Rev. December 2011)
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)
Capstone Adaptive Learning and Therapy Centers, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2912 North E Street

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL 32501-1324

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
5 9 - 0 7 3 7 9 1 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).

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 ▶ Lori Borghner Date ▶ 1/16/18

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.

0000012 06/14/14

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

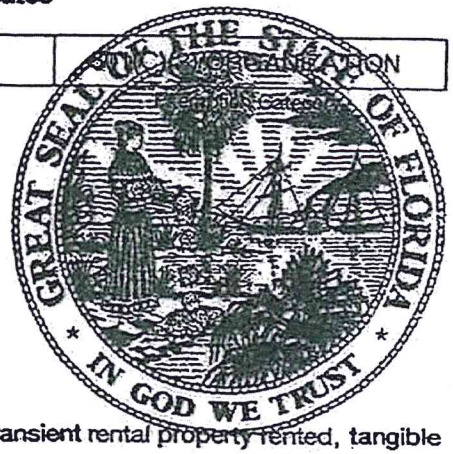
DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012647392C-5	02/28/2014	02/28/2019	SPECIAL ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CAPSTONE ADAPTIVE LEARNING AND THERAPY
CENTERS INC
2912 N E ST
PENSACOLA FL 32501-1324



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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14776 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 10/04/2018
Issue: Appointments/Reappointments to the Escambia County Contractor Competency Board
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

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

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

A. Waive the Board's Policy, Section I, Part B 1.(D), Appointment Policy and Procedures, and reappoint the following two members to serve in lay consumer positions, for a three-year term, effective October 1, 2018 through September 30, 2021:

1. Brian P. Bell, Sr. - Participation Loan Manager, Navy Federal Credit Union; and

2. John H. Matthews - Colonel, United States Army, Retired;

B. Appoint Rebecca Fiorello, retired registered nurse, to serve as a lay consumer, for a three-year term, effective October 1, 2018, through September 30, 2021;

C. Appoint one of the following individuals to serve as a business person, for a three-year term, effective October 1, 2018, through September 30, 2021:

1. David L. Schwartz - Owner/Pool Contractor, Jerry Lee Chemical Company, Retired;

2. Drew C. Dennis - Owner/Residential Contractor, Omega Construction and Design, Inc.;

3. Erwin D. Waters - Owner/General Contractor, Waters General Contractors, Inc.; or

4. Larry Downs, Jr. - Owner/Plumbing Contractor, Larry Downs Jr. Plumbing; and

D. Appoint one of the following individuals to serve in the Architect/Engineer position, for a three-year term, effective October 1, 2018, through September 30, 2021:

1. Gregory F. Stanley - Engineer, International Paper Company;

2. John R. Oglesby - Structural Engineer, John R. Oglesby, P.E.; or

3. Joel N. Cotton - Structural Design, Teacher, Pensacola High School

A Community and Media Relations General Alert, posted August 7, 2018, advising "Appointees Sought for Contractor Competency Board," received one qualifying Application for the lay consumer positions, four qualifying Applications for the business person position, and three qualifying Applications for the architect/engineer position as of the posted deadline of August 24, 2018.

BACKGROUND:

The Escambia County Contractor Competency Board was established to accept contractor applications and oversee examinations for licensure as a contractor, issue certificates of competency for registered contractors, record certificates of competency, and issue renewals to those who qualify. The Board also investigates violations of Chapter 18, Escambia County Code of Ordinances and/or Chapter 489, Florida Statutes, and upon due cause shown, takes appropriate disciplinary action as allowed by Ordinance and/or Statute. Members serve a three-year terms ans those whose terms have expired, may be reappointed to additional terms in accordance with Sec. 18-56, Escambia County Code of Ordinance and Board of County Commissioner Policy, Section I, Part B. 1(D), Appointment Policy ans Procedures.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation was reviewed and approved for legal sufficiency by Charles Peppler, Deputy County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety, and welfare of persons ans property by requiring certification of individuals engaged in, or wishing to engage in, the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Brian P. Bell, Sr. Resume
John Matthews Resume
Rebecca Fiorello Resume
David Schwartz Resume
Drew Dennis Resume
Erwin Waters Resume
Larry Downs, Jr. Resume
George F. Stanley Resume
John R. Oglesby Resume
Joel N. Cotton Resume

Brian P. Bell, Sr.
359 Bunker Hill Dr.
Pensacola, FL. 32506

Experience

11/2014 – Present **Navy Federal Credit Union**
Participation Loan Manager

- Responsible for developing the Participation Loan Program

3/2014 – 11/2014 **Centennial Bank**
Vice President – Commercial Lending

- Responsible for development and management of commercial loans

3/2007 – 3/2014 **Beach Community Bank**
Senior Vice President/Market President

- Responsible for development and management of commercial loans

9/206 – 3/2007 **Hancock Bank**
Vice President/Commercial Lender IV

- Responsible for development and management of commercial loans

11/2002 – 9/2006 **Bank of Pensacola**
Senior Vice President/Risk Manager III

- Responsibilities included credit administration, credit analysis, loan review, loan policy, special assets, loan operations, construction loan administration, participations, and document preparation. Served as point of contact for external review and audits of the bank's loan portfolio, policy and procedures.

3/1998 – 11/2002 **First American bank**
Group Vice President

- Responsibilities included loan review, credit analysis, portfolio management, participations, regulatory reporting, and served as point of contact of external loan review and regulatory exams.

10/1981 – 3/1998	**Barnett bank of West Florida**
	Vice President, Credit Administration – 1998
	Assistant Vice President, Credit Administration – 1993
	Assistant Vice President, Commercial Loans – 1991
	Assistant Vice President, Branch manager – 1987
	Personnel Manager – 1982
	Management Trainee, Collections Department – 1981

Education

1979 -1982 University of West Florida, Pensacola, FL
Bachelor of Science, Marketing
Bachelor of Arts, Economics
1977 – 1979 Birmingham Southern College, Birmingham, AL
1977 Pensacola Catholic High School, Pensacola, FL

Community Activities

Escambia County Contractor Competency Board
Northwest Florida Rehab Foundation, Board Member
Capstone Adaptive Learning & Therapy Centers, Board Member
Capstone Academy Pensacola & Milton, Board Member

JOHN H. MATTHEWS
2701 N 17th Avenue
Pensacola, Florida 32503

CAREER HIGHLIGHTS

1961 Graduated from Mississippi State University with a Bachelor of Science degree in Mathematics. Commissioned Second Lieutenant (Regular Army), US Army. Reported to Active Duty in the 101st Airborne Division, Fort Campbell, Kentucky.

1964-65 Served tour of duty in Republic of South Vietnam as Infantry Unit Advisor

1965- 67 Served as Infantry Training Company Commander, US Army Training Center, Fort Campbell, KY

1967- 68 Served tour of duty in 101st Airborne Division as Artillery Battalion and Division Operations Officer in Vietnam

1971 Graduated from the Georgia Institute of Technology with a Master of Science in Industrial Engineering. Operations Research/Systems Analysis was primary discipline.

1972 Graduated from the Command and General Staff College, Fort Leavenworth, Kansas

1972-76 Assigned as Instructor and Assistant Professor of Mathematics, United States Military Academy, West Point, New York. Also served as adjunct professor of Mathematics (Business Mathematics, Probability and Statistics) for Columbia College, City Colleges of Chicago, and Boston University (Overseas program).

1974 Graduated from C. W. Post College, Long Island University with a Master of Business Administration (Management).

1977 – 79 Branch Manager, Vulnerability Analysis Branch, Command and Control Technical Center, USDOD The Pentagon, reporting to the Under Secretary of Defense for Policy and Programs.

1979 – 82 Senior Planning Analyst, Policy and Plans Division, Supreme Headquarters Allied Powers Europe

1983 Retired from the US Army War College on promotion list for Colonel. Position of Director of Operational Simulations, Department of War Gaming.

1983-84 Held position of Member, Technical Engineering Staff, Strategic Systems Division, GTE, Westboro, Massachusetts.

1983-92 Member, External Research Advisory Council, Mississippi State University, reporting directly to Vice President of Research.

1984-89 Held position of Lead Analyst, Land Operations Group, Department of Operations Analysis, Missile Systems Division, Rockwell International, Atlanta, Georgia. Promoted to Manager, Strategic Planning and Proposal Development.

1989-93 Vice President and General Manager, Mason and Hanger National, Inc. a Technical Engineering Services Company and subsidiary of Mason Hanger-Silas Mason, Inc. Atlanta, Georgia

1993-95 President, Plasma Energy Applied Technology, Inc. a subsidiary of Mason Hanger-Silas Mason, Inc

1995-2005 President, The Laurel Group, Inc. a business development consulting company. Served as Project Manager, ABUCK, Inc, a pre-engineered steel structures company. Served as Project Manager,

Consultants and Builders, specialist in construction of Financial Service Company Facilities.
Construction Project Supervisor, Tieman Construction Company,

2005 Received Certification as Residential Home Inspector and as Certified Mold Inspector.

2006 Received Certification as Accredited Claims Adjuster for the State of Florida.
Received Xactimate Certification for claims estimating software.

2006 – 2012 Accredited Claims Adjuster in State of Florida, Mississippi, Alabama, Louisiana, and Texas

Currently serving as Chairman, Escambia County Contractor Competency Board.

Rebecca Fiorello

3312 Holt Circle
Pensacola, Florida
32526
561-818-6858

I am interested in applying for the open seat on the Contractor Competency Board. After reviewing the duties and responsibilities as indicated on the internet and observing two meetings along with my personal experience with the planning and zoning meetings, in addition with my first hand knowledge of the BCC, I feel my interest in the community would be beneficial to this board.

I live with my husband here in Escambia County in District one and have been a resident of NW FLA for seven years. WE are members of the Campus Church at Pensacola Christian College, where I served as a volunteer Campus Chaperone for four years.

I have been a Registered Nurse for over forty years and still maintain my license through continuing education although I am not currently working which would allow me to attend the monthly board meetings. I am a good listener and feel my strength is patience with people.

Resume

Rebecca (Becki) Fiorello

This resume is submitted for consideration to be appointed to the open seat on the Contractors Competency Board. I am interested in volunteering my time to help provide the residents of Escambia County appropriate and professional services.

Skills: I have organizational skills to include the ability to create and manage a budget. I have served in various leadership positions and have taken just an idea and turned it into a functional department of a major hospital in Miami. I wrote all the protocols and implemented an Intravenous Team to treat patients and eliminate hospital infections. I supervised that team for several years, until I was promoted to another assignment.

Experience: Waitress, Domestic Engineer(baby care), Nurse

Community Service: Presidential Award for 800 hrs volunteer service to Wellington Christian School. Four years as a volunteer chaperone Pensacola Christian College. Sigma Theta Tau Service Organization at Barry University.

Education: Graduated Orange Park High School 1971
Graduated Jackson Memorial Hospital School Of Nursing 1974
Graduated Barry University in Miami 1985

SCHWARTZ & SCHWARTZ

PROPERTIES • HOLDINGS

DAVID LEE SCHWARTZ

850.572.3551

August 20, 2018

Objectives:

I would like to continue to serve on the Escambia County Contractor Competency Board.

Qualifications:

I was in the swimming pool business for 47 years and hold a current, inactive Escambia County certificate of competency and state registration swimming pool contractor's license. I have served on the competency board for the past 24 years.

Education:

I have a high school diploma from Pensacola High School and attended Pensacola Junior College.

Employment:

Prior to retiring in May 2010, I was in management at Jerry Lee Chemical for over 40 years seeing day-to-day activities internally and customer relations.

411 BECK'S LAKE ROAD • CANTONMENT, FLORIDA 32533

OMEGA

CONSTRUCTION & DESIGN, INC.

PLEA FOR SELECTION TO OPEN SEAT CONTRACTOR COMPETENCY BOARD

PREPARED FOR:

ESCAMBIA COUNTY BUILDING SERVICES CONTRACTOR COMPETENCY BOARD

ADDRESS:

3363 WEST PARK PLACE
PENSACOLA, FL 32505

ISSUED:

AUGUST 2018

PREPARED BY:
DREW C. DENNIS
705 WEST ROMANA STREET PENSACOLA, FL 32502

OMEGA
CONSTRUCTION & DESIGN, INC.

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❖ INTRODUCTION

Since founding Omega Construction & Design, Inc., in 2008, visionary contractor Drew Dennis has been providing clients all along the Gulf Coast with custom homes, masterfully applying his unique skills and passion to every task possible. Unlike many residential contractors, Drew is focused on adding detail to every dimension of his projects, and each custom build and design is a new source of inspiration. He truly views architecture as an art form, something to be executed with an unrelenting desire to achieve greatness and beauty; and that shows in every structure he lays his hand to. Truly reflective of his gift are the homes he's built or renovated throughout Northwest Florida, serving and sustaining his Clients along 30A, Orange Beach, Ono Island, Destin, Sandestin, Gulf Breeze, Navarre, Pensacola Beach, Fort Walton Beach, and Downtown Pensacola.



Reflective of his reputation within the business community, Drew Dennis is a member of The Gulf Breeze Chapter of Rotary International; The Pensacola Association of Realtors; the Gulf Breeze, Destin, and Navarre Beach Area Chambers of Commerce; the Home Builders Association of West Florida and the National Home Builders Association; and is licensed to operate in Florida, Alabama, and Tennessee.

Drew Dennis is an accredited member of the Better Business Bureau as well as being an approved builder with the U.S. Department of Veterans Affairs. Drew's testimony & depositions as a construction expert witness has resulted in the desired judgement or settlement in numerous litigation settings with construction defect, including contractor laden defect and also material defects against international building material manufacturers.

OMEGA
CONSTRUCTION & DESIGN, INC.

❖EXPERTISE / COURSE WORK

[DREW C. DENNIS]

- CONCRETE FUNDAMENTALS
- HURRICANE MITIGATION TECHNIQUES AND INSPECTION
- PERSONAL PROTECTIVE EQUIPMENT
- **FLORIDA CONSTRUCTION LIEN LAW, CHAPTER 713**
- **RESIDENTIAL CONSTRUCTION FOR COASTAL AREAS**
- ROOFING MATERIALS - ASPHALT SHINGLES
- BATH PLANNING
- **FINANCIAL RESPONSIBILITY AND STABILITY**
- ADVANCED PROJECT MANAGEMENT
- SITE SAFETY RISK AND LIABILITY
- **FLORIDA BUILDING CODE & FL STATUTES, CHAPTER 489**
- FIXTURES, FAUCETS AND FIXTURE FITTINGS
- USE OF STEEL IN DESIGN & CONSTRUCTION
- **FLORIDA WIND MITIGATION RETROFIT REQUIREMENTS FOR EXISTING BUILDINGS**
- REVIEWING INSTALLATION OF WINDOWS AND INTERACTION REQUIRED WITH SYNTHETIC STUCCO ; REPORTING ON COORDINATION EFFORTS REQUIRED FOR REPLACING WINDOWS.
- **IDENTIFYING PROBLEMS REPRESENTATIVE OF INSTALLATION FAILURES OF NUMEROUS BUILDING MATERIALS AND/OR SYSTEMS.**
- **EXPERT WITNESS FOR CONSTRUCTION DEFECTS AND DESIGN DEFECTS RELATED TO CONSTRUCTION AND DESIGN OF NEW SINGLE FAMILY DWELLINGS.**
- **INVESTIGATING AND DISCOVERY REPORTING OF ROOFING AND CLADDING FAILURES.**
- LINE ITEM ACCOUNTING THIRD PARTY QUANTIFYING FOR BOTH CONSTRUCTION & DESIGN OF NEW SINGLE FAMILY DWELLINGS.
- PREPARING COLLABORATIVE REPORTS AND FINDINGS FOR EIFS FAILURES (EXTERIOR INSULATION FINISH SYSTEM - SYNTHETIC STUCCO).
- **PROVIDING STRUCTURAL TESTIMONY AND DEPOSITIONS FOR RESIDENTIAL CONSTRUCTION LATENT PROBLEMS.**
- REVIEWING SOIL DATA, REPORTING AND PROVIDING ILLUSTRATIONS ON TESTING DATA.
- INVESTIGATION AND SUMMARY ANALYSIS OF WATERPROOFING AND DAMP-PROOFING FOR THIRD PARTY EXPERT WITNESS RELATED TO PROBLEMS WITH A RESIDENCE.
- INVESTIGATION AND ON-SITE DETAILING FOR MASONRY & FLASHING INTERSECTIONS.
- **DETAILING STRUCTURAL CONNECTIONS AND VERIFYING BUILDING CODE COMPLIANCE OF EXISTING CONDITIONS.**
- PROVIDING TESTIMONY FOR EXPERT ANALYSIS OF SYNTHETIC STUCCO AND TESTING BY WAY OF CORE SAMPLING, INFRARED MONOCULAR, ETC.

EXPERTISE [CONT]

OMEGA CONSTRUCTION & DESIGN, INC., IS A STATE CERTIFIED CONTRACTING AND CONSTRUCTION CONSULTING FIRM HAVING A WIDELY DIVERSE BUT UNITED AND EXPERIENCED STAFF. OMEGA IS KNOWN THROUGHOUT THE GULF COAST AREA TO BE A LEADER IN THE FOLLOWING RESIDENTIAL SERVICES:

- CUSTOM NEW HOMES
- MODERN HOME DESIGN & CONSTRUCTION
- HISTORICAL HOME RESTORATION
- CONSULTING & SUBMITTALS [LATENT CONSTRUCTION DEFECT, MISCELLANEOUS CONSTRUCTION DEFECT, OWNER/BUILDER DISPUTES.

ADDITIONAL AREAS OF OMEGA'S EXPERTISE INCLUDE:

- DESIGN SERVICES
- CAD & RENDERING SERVICES
- GENERAL REMODELING
- HOME ADDITIONS
- STUCCO SERVICES INCLUDING THE APPLICATION OF EIFS, HARD COAT, OR CONVENTIONAL STUCCO
- STUCCO DAMAGE REPAIRS
- COLOR PALETTE DESIGN
- PAINTING OF INTERIOR AND EXTERIOR SURFACES, INCLUDING ELASTOMERIC STUCCO AND WATERPROOFING COATINGS

❖ PERSONNEL



PAT BOLSTER
PM/SOLUTION DEVELOPMENT



KURT CHANEY
CONTROLLER



DREW DENNIS
BUSINESS VISIONARY



BRET DENNIS
PROJECT ENGINEER

OMEGA
CONSTRUCTION & DESIGN, INC.



MIKE DENNIS
GENERAL MANAGER



LINDSEY GRAY
CURATOR/CLIENT CUSTODIAN



EMILY LAY
DESIGN INTERN



THURMAN 'GENE' LOWE
LEAD SUPERINTENDENT

OMEGA
CONSTRUCTION & DESIGN, INC.



STEPHEN McARTHUR
SUPERINTENDENT



JOHN PAULCHEK
SUPERINTENDENT



DANIEL VICKERY
PAINT MANAGER

❖ PORTFOLIO EXCERPTS

BEFORE





HISTORIC [RENO] | **NORTH HILL**

BEFORE





MASTER BATHROOM [RENO] | **CORDOVA**

BEFORE









HISTORIC [RENO]

NORTH HILL

OMEGA
CONSTRUCTION & DESIGN, INC.

RENDER ART



BEFORE







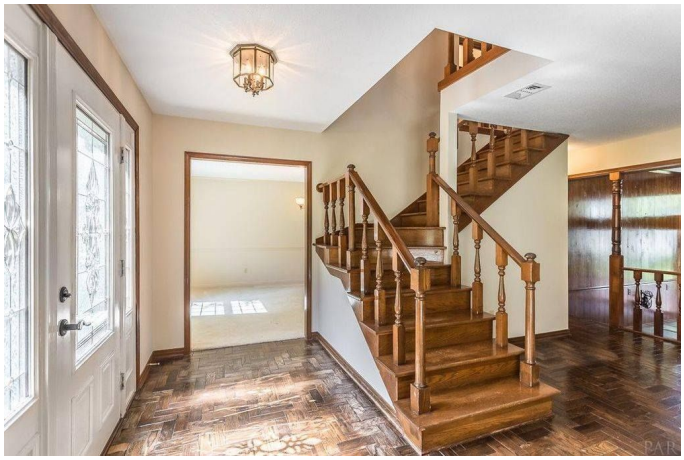
ESTATE RENOVATION **PERDIDO KEY**

BEFORE





BEFORE



AFTER



LARGE- SCALE INTERIOR [RENO]

GULF BREEZE

RENDER ART



BEFORE



AFTER



MINIMALIST BEACH HOUSE [NEW]

PENSACOLA BEACH



AFTER





AFTER



HISTORIC [RENO]

OLD EAST HILL

OMEGA
CONSTRUCTION & DESIGN, INC.

BEFORE	BEFORE
	
	
	

OUTDOOR LIVING [ADDITION] **EAST HILL**

BEFORE	AFTER
	
	

OUTDOOR LIVING [ADDITION] **CORDOVA**

OMEGA
CONSTRUCTION & DESIGN, INC.

RENDER ART









MODERN NEW CONSTRUCTION

DOWNTOWN PENSACOLA

OMEGA
CONSTRUCTION & DESIGN, INC.

❖ HONORS & AWARDS

BBB TORCH AWARD FOR MARKETPLACE ETHICS
WINNER 3RD PLACE
2015 & 2018

★ **BEST OF THE BAY 'BEST HOME BUILDER'**
RUNNER UP
2014, 2015, 2016, 2017, 2018

★ **BEST OF THE BAY 'BEST LOCAL HOME IMPROVEMENT COMPANY'**
RUNNER UP
2015, 2016, 2017

'RISING STAR'
INDEPENDENT NEWS
2017

★ **'2017 ENTRECON AWARDS'**
RUNNER-UP
'MEDIUM SIZE LOCAL BUSINESS'

★ **'BUSINESS OF THE MONTH'**
★ GB AREA CHAMBER OF COMMERCE
JANUARY 2018

★ **BEST OF HOUZZ.COM 'CUSTOMER SERVICE' & 'INFLUENCER'**
2013 THROUGH 2018

XTREME TRIM DESIGN AWARDS
3RD PLACE
ARCHITECT MAGAZINE
SEPTEMBER 2018

★ **BUSINESS OF THE MONTH**
GULF BREEZE AREA CHAMBER OF COMMERCE
APRIL 2011

'SMALL BUSINESS OF THE YEAR'
GULF BREEZE AREA CHAMBER OF COMMERCE
2011

★ **BUSINESS OF THE MONTH**
GB AREA CHAMBER OF COMMERCE
JULY 2013

★ **ANGIE'S LIST SUPER SERVICE AWARD**
REMODELING- GENERAL
2012, 2013, 2014

★ **2013 'EMERGING BUSINESS OF THE YEAR'**
RUNNER UP
GB AREA CHAMBER OF COMMERCE
JANUARY 2014

★ **2013 'BUSINESS OF THE YEAR'**
RUNNER UP
GB AREA CHAMBER OF COMMERCE
JANUARY 2014

❖ FEATURES

COVER: PENSACOLA MAGAZINE





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Pensacola's biggest party takes a trip to the City of Light, as Pensacola Little Theatre's fundraising gala transports Pensacola to the streets of Paris for one night only.

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HOME+GARDEN





vaulted ceiling with the spiral ducts and designer lighting makes the common areas feel expansive—like a loft or commercial space," Dennis said.

For the fire place, the homeowners wanted something that could be a focal point year round. They chose one that has LED lights and a metal interior and framed it with matte black tiles of varying thickness, adding to the modern character. The large living space uses an epoxy over concrete method for the flooring. Created by Elite Crete, the flooring is entirely customizable. The homeowners chose their colors, accent colors and finish and, since each floor is hand done, no two are the same.

ARCHITECT MAGAZINE





CONDO MAGAZINE



ASK THE EXPERT EDITORIAL



❖ CIVIC CONTRIBUTIONS

- ★ HABITAT FOR HUMANITY
- ★ HBA OF NWFL
- ★ ARC GATEWAY
- ★ NUMEROUS EDUCATION FOUNDATIONS
- ★ NUMEROUS ATHLETIC & SCHOLASTIC PROGRAMS IN ESCAMBIA & SANTA ROSA COUNTY
- ★ BLUE ANGEL [WINDOW'S FUND]

❖ REFERENCES

- FLORIDA STATE CERTIFIED RESIDENTIAL LICENSE
- ALABAMA HOME BUILDER LICENSE
- ENVIRONMENTAL PROTECTION AGENCY LEAD-SAFE CERTIFICATION

ERWIN D. WATERS

10070 SCENIC HWY PENSACOLA, FL 325414
PH 850-232-0439 EMAIL Watersgenc@aol.com

SUMMARY

Professional Certified General Contractor with 18.5 years experience as Manager and Owner of Waters General Contractors, Inc. Also a total of 26 years experience contracting a variety of masonry and concrete projects, Commercial and Residential.

EDUCATION

Milton High School 1977
Pensacola Junior College AA Business Administration 1984
University of West Florida BS Business Management 1986
Troy State University 15 hours towards Masters Business Management 1995

MILITARY EXPERIENCE

US Army Active Duty Enlisted E-4 Administrative Specialist (3 years)
US Army Reserves Commissioned Officer, Chemical Officer and Civil Affairs officer
– Served 3 Separate Commanded Tours
– Served as Equal Opportunity Advisor to General Officer
–Served a Tour at Pentagon as Acting Inspector General
–Graduate of US Army Command and General Staff College
– Retired 2003 as a Lieutenant Colonel/0-5 Total of 25 years service

WORK EXPERIENCE

United Parcel Service (UPS) Atlanta GA 1986 to 1987
International Business Machines (IBM) Atlanta GA 1987 to 1988
Self Employed Waters Masonry Works 1992 - 2003
Waters General Contractors, Inc President 2003 - Present
—Current duties:

- **Brick Mason Contractor, Concrete Contractor, Project Management, Estimator, Sales Quality Control.**
- **Built over 22 Houses**
- **Built or worked on over 32 Commercial buildings as prime contractor**

LARRY DOWNS, JR.

12156 Havburg Drive
Pensacola, Florida 32506
(850) 457-6157 or (850) 554-6414
Ldjrplumbing@aol.com

August 13, 2018

Escambia County Competency Board
3363 West Park Place
Pensacola, Florida 32505

Dear Escambia County Board of County Commissioners,

I am submitting this letter and my resume in the hopes of volunteering for one of the appointments to the Escambia County Competency Board.

Are you looking for an enthusiastic and dedicated individual to join your team? If you choose me to volunteer for the Contractor Competency Board, you will see my hard work come to life. My passion for the work I do and my expertise in plumbing, natural gas, new construction and business operations will make me a strong asset to your team.

I have the drive Escambia County needs and the desire to contribute to something bigger than myself. My devotion to doing what I love has helped me develop an excellent track record of success, which I would love to bring to the table. I will also be bringing a wealth of business knowledge. I have owned and operated several businesses here in Pensacola over the past twenty years. I also have experience in the operations of a local area 501c3 non-profit organization.

One of my biggest career accomplishments so far has been owning and operating my own plumbing company. I also offer a thorough knowledge of plumbing, natural gas, new construction, management skills and business skills, which I know will come in handy with the Contractor Competency Board,

My goal if to help your team achieve more than you thought possible. I believe I have what it takes to do just that. I would love the chance to work together and look forward to speaking with you in detail about our community needs.

Sincerely,

Larry Downs, Jr.
Devoted Citizen
Escambia County, Florida

Larry Downs, Jr.

12156 Havburg Drive, Pensacola, Florida 32506 | (850) 457-6157 or (850) 554-6414 | ldjrplumbing@aol.com

Professional Summary

Plumbing expert and highly skilled in plumbing, natural gas, new construction and business operations. Hands-on experience with all areas of construction and business operations. I have a strong desire to volunteer for the good of my community.

Education

GED | 1987 |

GEORGE STONE TECHNIAL VO TECH SCHOOL | 1994 |

- Plumbing & Natural Gas

JOURNEYMEN'S LICENSE | 1994 |

- State of Texas

MASTER PLUMBING LICENSE | 1998 |

- State of Florida

Skills & Abilities

- Business owner with extensive knowledge in all aspects of private business operations
- Extensive experience with plumbing and natural gas
- Extensive knowledge of the operations of the Department of Business and Professional Regulations
- Extensive knowledge in all areas of construction
- I am a 3rd generation master plumber and a 4th generation plumber
- I have built and owned several homes in Escambia County
- I have attended numerous City Council meetings and Commission meetings and feel I can bring my knowledge to the table for the good of our community
- I have raised three children here in Escambia County and I care about our community
- I spend countless hours volunteering my time for many local youths

Experience

OWNER/OPERATOR | LARRY DOWNS JR. PLUMBING | 1998 TO THE PRESENT

- Repaired plumbing systems, components and equipment
- Complied with all State plumbing codes throughout the duration of each project

- Completed preventative maintenance on water heaters, toilets, urinals and plumbing fixtures
- Septic repairs and water service repairs
- Natural gas specialist
- All areas of plumbing and natural gas, including new construction projects
- I have also volunteered to teach local youths and young adults boxing, kickboxing and mixed martial arts for well over twenty years
- I have volunteers on the board if the Escambia County Police Athletic League and the local area non-profit organization, AAMMA.

GREGORY F. STANLEY

311 E Intendencia St. 850-485-7019
Pensacola, FL 32502 threephase@gmail.com

PROFESSIONAL SUMMARY:

An electrical engineer and certified general contractor with experience in engineering management, construction management, and reliability engineering. Skilled at managing engineering and construction teams in the implementation of technically complex capital projects. Core competencies include developing and implementing energy, reliability, strategic, and cost improvement projects from conceptual to completion, that realize significant cost savings, increased productivity, and a reduction in unscheduled downtime. Experience in both union and non-union relationships, team building, problem solving, and continued process improvement. Extensive experience in electrical power distribution and generation systems to include system protection, design, maintenance, and reliability approaches. Subject matter knowledge includes variable frequency drives, PLC's, and DCS systems.

EXPERIENCE

1996- Present

INTERNATIONAL PAPER COMPANY Pensacola, FL

International Paper Company operates as a paper and packaging company with operations in North America, Europe, Latin America, Russia, Asia, and north Africa. The company's Industrial Packaging segment manufactures containerboards, including linerboard, medium, whitetop, recycled linerboard, recycled medium, and saturating kraft.

Engineering Manager - Pensacola Mill (2012 – Present)

- Developed facility capital plans, and managed an engineering and construction management team in the design and implementation of a portfolio of capital projects with a $40MM average yearly spend, of which activities included but were not limited to:
  - Capital Portfolio Management
  - Facility Preservation Planning
  - Engineering and Construction Standards Development
  - Project Quality Assurance and Control Development

Capital Project Manager and Power Area Reliability Engineer (2010 – 2012)

- Developed and implemented multiple mill capital projects, which included:
  - 1500HP P5 Machine Fan Pump Motor/VFD Reliability Project ($1.2MM)
  - Power Optimization Energy Project
  - Recovery Boiler Sootblowing Optimization Energy Project
  - P5 NFPA 70E Arc Flash Reduction Project ($500M)
  - Powerhouse Medium Voltage Motor Protection Project ($500M)
  - Recovery Boiler Motor Control Center Replacement Project ($250M)
  - Electric Room Air Quality Project ($18MM)
  - Champion Substation Lightning Protection Project
  - Recovery Boiler Continuous Emissions Monitoring Project ($890M)
- Developed and implemented multiple mill expense projects, to include:
  - Managed 2012 Electrical Cold Mill Outage ($2MM)
  - Managed 2012 Turbine Generator Major Outage ($6MM)
- Collateral duties included:
  - Represented the Containerboard Division on Electrical Safety Committee
  - Represented the Containerboard Division on Enterprise Wide Electrical Equipment Asset Assessments
  - Conducted multi mill Power Distribution Policy Compliance Audits
  - Conducted Potential Problem Analysis and International Paper Project Readiness Assessments on major projects

Power Area Reliability Engineer and Power Distribution Champion (1996 – 2010)

- Conducted multiple Root Cause Failure Analysis and implemented corrective

actions, which included but is not limited to:
  - Turbine Generator Exciter Regulator Failure
  - 15kV Primary Switch Fault
  - Utility Tie Under Frequency Relay Failure
  - Turbine Generator Isochronous Control Failure
- Developed projects and procedures as corrective action and performed the implementation to include:
  - Replaced TG1 and TG2 Exciter Regulators
  - Redesigned and Implemented Switchgear Duty Project
  - Replaced Utility Tie Relaying
  - Redesigned and Implemented Load Shed System Replacement
  - Installed Synchronous Motor Controls throughout mill and in Brazil
  - Installed Multiple Stand Alone VFD's
  - Installed Roll Wrap Control Logix PLC's
- Participated in the development of the enterprise wide electrical systems Balance of Plant policy

1992- 1996 **UNITED STATES ARMY CORP OF ENGINEERS** Mobile, AL

Electrical Engineer, Intern

- Performed Duties as an Electrical Engineer Intern, which included:
  - Assisted in capital project implementation for seven hydropower plants in the Southeastern United States.
  - Performed contractor owner's representative responsibilities for the installation of a SCADA system between Jones Bluff and Milers Ferry hydropower plants.

1983- 1992 **UNITED STATES AIR FORCE** San Angelo, TX

Instructor, Ground Radio Equipment Maintenance (1989 – 1992)

- Performed Duties as an Air Force Technical Training Instructor, which included:
  - Instructed Ground Systems Digital Technicians Course, to include: electronic fundamentals review, microprocessor principles and circuits, special signal processing equipment, spectrum analysis, radio receivers and system testing. Instruction was given on block as well as component level maintenance.
  - Managed Instructor OJT and Developed Qualification Standards

Quality Control Inspector, Ground Radio Equipment Maintenance (1987 – 1989)

- Performed Duties as an Air Force Quality Control Inspector, to include:
  - Conducted personnel evaluations to determine technician competency
  - Identified incorrect maintenance procedures
  - Performed collateral duties as the squadron Safety Manager

Ground Radio Equipment Maintenance Specialist (1983 – 1987)

- Performed Duties as a Ground Radio Equipment Specialist, to include:
  - Performed installation, preventive and scheduled maintenance on Air Force ground radio equipment, equipment included - transmitters, receivers, transceivers, linear power amplifiers, antenna tuning, unit/coupling devices, power supply units, communications consoles and patch panels, recorder/reproducers, audio amplifiers, facsimiles, frequency shift keying tone converters, public address, mobile antenna systems, and point-to-point, ground-to-air, base and missile communications systems.

EDUCATION

1996 **University of South Alabama** Mobile, AL
Bachelor of Science, Electrical Engineering

1992 **Community College of the Air Force** Montgomery, AL
Associates of Applied Science, Electrical Systems Technology

LICENSURE

Professional Engineer – State of Florida #60267
Certified General Contractor – State of Florida #CGC1526135

John R. Oglesby, P.E.

715 East Gadsden St. Pensacola, FL 32501 **Phone: (850) 435-1165**

FIELD OF EXPERTISE CONSULTANT: Structural Engineer

YEARS EXPERIENCE: 32 Years of Experience

EDUCATION: University of South Alabama
B.S. Civil Engineering, 1993
Trained and apprenticed 11 years (1986 – 1997)
while working for Horace E. Shumpert P.E. Structural Engineer.

REGISTRATION: Florida FL P.E. No. 65396

PROFESSIONAL AFFILIATIONS: American Society of Civil Engineers ▪ 15 Year Service - City of Pensacola, Zoning Board of Adjustments ▪ American Iron and Steel Institute ▪ American Concrete Institute ▪ International Code Council

E-MAIL ADDRESS: jrostructure@gmail.com

EXPERIENCE

- Principal of consulting structural engineering firm.
- Project selection and evaluation of client needs.
- Project procurement through the use of referrals, qualification statements and interviews.
- Project management from design thru construction.

PROJECT ADMINISTRATION

- Manage all phases of project from design to completion of construction.
- Design phases including: schematic design, design development and construction documents.
- Construction Administration including: bid negotiation, pre-construction planning, project construction schedule, inspection services and quality control.

PROJECTS

- Structural designs for all types of projects including single family residential, multi-family residential, commercial, industrial and public facilities.

Project Sampling

- Pensacola Christian College – 11 Story New Residence Hall Dorm L 177,175 Sq. Ft.
- Pensacola Christian College – Renovation and Alterations to 40,000 SF Commons Building.
- Pensacola Christian College – Bookstore Expansion and Dining Hall Renovation.
- Single Family Residence – Josh Sitton, Pensacola Florida New 11,000 SF single family residence.
- Single Family Residence – Thomas, Pensacola Beach Florida 5,920 SF Living All Cast-in-Place Concrete

Project Sampling Continued

- Custom Single Family Residence – Dana Foster, Pensacola Florida New 10,000 SF single family residence.
- NAS Whiting Field, Gymnasium – Multi-purpose Building Expansion, renovation and restoration Building 1417
- Pensacola Regional Airport Terminal Expansion – Exterior Components and Cladding Design
- Sacred Heart on the Gulf, Port St. Joe, FL, 2009, New Hospital Facility – Exterior Components and Cladding Design
- Ninth Avenue Medical Facility, 12,000 SF, Steel Frame Office Building, 2010, Structural Steel Frame and Connection Design, Specialty Engineer
- NAS Whiting Field, Milton, FL (Design-Building) 2008, MC-5 Community Support Facilities
- Navy Federal Credit Union Building 2 thru4, New Call Center, Exterior Components and Cladding Design for 500,000 SF facility.
- West Florida Medical Center – Exterior Reskin, Hospital Corporation of America (HCA) – Complete exterior renovation to six story medical center
- Fort Knox HIG Hotel, Alteration to Existing Hotel Facilities, Design Build
- Pensacola Christian Rawson Chapel – Additions and Alterations to existing Sanctuary Pensacola Christian College
- Pensacola Christian Guest House – 14,000 sq. ft. two story, ten unit guest house Pensacola, Florida. Pensacola Christian College
- West Florida Concrete Pipe – New Pre-cast Concrete Pipe Plant, Escambia County FL
- Gulfarium Repairs and Renovations, Fort Walton Beach, Florida – Merrill Land Co. LLC

Coastal Design for retaining structures, piers and marinas.

References

Strobel & Hunter Architects Inc.
715 E Gadsden St. Pensacola, Florida 32501
Chief Architect for Pensacola Christian College
Scope of Structural Engineering services include all Existing Facility Alterations, New Construction Design, Bid Negotiation, Construction Inspection and Construction Administration.

Dalrymple & Sallis Architecture
503 East Government St.
Pensacola, Florida 32502
Scope of Structural Engineering services include New Commercial Facilities and New Custom Homes
Examples: Josh Sitton Residence, Bubba Watson Residence, Old Time Pottery, Tron Thomas Residence

Merrill Land Company
226 South Palafox Place, 11th Floor
Pensacola, Florida 32502
Scope of Structural Engineering services include various projects for Gulfarium Marine Adventure Park, Jackson's Restaurant, The Fish House Restaurant and Facilities alterations for all Merrill Land privately owned Buildings.

Joel N. Cotton

7202 Lillian Hwy Apt 207 ● Pensacola, Florida, 32506 ● Cell 850-572-0079 ● Email jjcotton1964@gmail.com

SKILLS:

- Excellent communication techniques
- Multidisciplinary exposure
- Design instruction creation
- Project management
- AutoCAD proficient
- Advanced critical thinking
- Microsoft Office
- Excellent computer skills
- Multidisciplinary exposure
- Excellent LAN skills
- Knowledge of many types of peripherals
- Complex problem solver
- Managed a 26 station computer lab

ACCOMPLISHMENTS:

Vast experience with engineering software programs, including AutoCAD, AutoCAD Architectural Desktop, and Autodesk Inventor. Taught students within these three disciplines. Faculty Advisor for the Engineering Team which competed and won numerous awards in BEST Robotics and Electrathon car racing.

EXPERIENCE:

8/04 – 12/2014 **Teacher, Pensacola High School, Escambia County School District**

Career and Technology Education Teacher / Mathematics: Taught Computer Aided Design, Materials and Processing, Algebra IA and Intensive Math, and other subjects to grades 9-12. Performed student background reviews to develop tailored lessons based on student needs. Used variety of teaching techniques to encourage student critical thinking and discussion in all courses. Established and enforced rules for behavior and procedures for maintaining order among a class of 25 students. Developed, administered and corrected tests and quizzes in a timely manner. Received high remarks for the creativity of classroom lesson plans and instructional techniques from students, parents and faculty. Combined discipline plan with effective measures and various lesson plans to increase concentration, participation, and progress student accountability. Designed lesson plans focused on age and level-appropriate material. Developed and implemented interesting and interactive learning mediums to increase student understanding of course materials. Routinely met with students' parents regarding in-class issues and learning interruptions to discuss solutions.

12/98 – 7/04 **Structural Engineering Department, Hatch Mott MacDonald, Pensacola, Florida**

Senior CADD Designer: As a Structural Design Technician, I am involved in project design and computer drafting. Responsibilities include coordination with Architectural, Civil, Mechanical, and Electrical departments or other outside firms. I am also responsibly for structural notes and specifications, plan layout, plan details, plan review before submittals, and follow-up sketches during construction. I also manage the departments' electronic details library, set and maintain departmental standards for drawings, and coordinate drawings with Hatch Mott MacDonald's offices in Mobile, Alabama and Tampa and Panama City, Florida offices as well as other outside firms. All Structural Design work is done according to the SBCCI and Florida Building Codes. Computer drafting is done using AutoCAD Release 14 with Softdesk 8 added for structural detailing and AutoCAD 2000i with Architectural Desktop 3.

Select projects include:

- UWF Student Residence Hall Phase I: 3 story 65,000sf residential facility.
- UWF Student Residence Hall Phase II: 2-story 44,000sf residential facility.
- South Walton High School - Walton County Florida: New 150,000sf high School.
- Pensacola High School - Pensacola, Florida: 2 story 25,000sf classroom addition.
- Lost Key Plantation Golf Club - Perdido Key, Florida: ($2.9 million) Single story 21,000sf clubhouse.
- Bob Sikes Bridge - Pensacola, Florida: ($160,000) Fender System repair and replacement.
- Parking Garage/MC Blanchard Bldg - Pensacola, Florida: 3 story, 450+ space parking garage.
- Escalade Condominium - Perdido Key, Florida: 9 stories with 54 individual units.

02/03 – 08/05 **Pensacola Junior College, The Center for Information and Engineering Technology**

Adjunct Instructor: I taught two courses in the design and drafting curriculum. I taught Engineering Graphics, an introductory course into computer drafting. My students are learned the many aspects of AutoCAD and putting the principals to work drafting Plan views, Isometric views, Orthographic views, and other commands and functions of this program. I have also taught Computer Drafting, the second course in the computer-drafting curriculum. I taught my students Building plan views, details for the project, and more advanced functions of the program.

10/96 - 12/98 **Facilities Planning and Management, University of West Florida**

Project Coordinator / AutoCAD Draftsman: I managed construction projects including building remodeling, parking and sidewalk additions, and storm water improvements and repairs with budgets ranging from $40,000 to well over $200,000. University contact for A/E firms, contractors, and occupants during all construction phases. Assisted with coordinating construction activities with contractors and University departments so that a functional institution was maintained with minimal impact on normal activities. Responsible for monitoring, reviewing, and inspecting construction activities insuring work was performed according to the specifications and drawings. I was responsible for producing and updating current and new CAD Drawings using AutoCAD Release 14 as well as maintaining the departments drawing library. All drawings included details such as cross-sectional views, isometric views, item schedules, and notes for the contractors. I created a drawing catalog for the department's library that was indexed by building number and date of drawing. Along with these duties I recommend to management new computer software and hardware purchases as well as being the department's acting Computer System Administrator assisting all members of the department with computer questions and problems.

9/93 - 10/96 **Records Retention and Microfilming, University of West Florida**

Microfilming Assistant: University student assistant employee.

5/89 - 8/93 **WJHG-TV7 (NBC), Panama City, Florida**

***Production Assistant / Videographer*:** I was responsible for setting up audio, lighting and video equipment for commercial production shoots as well as television news cast. I shot video and edited or assisted as needed for commercials and promotional use. In addition to these responsibilities, I also operated the station's Live Truck and Satellite Truck.

9/86 - 5/89 **Keltec Florida, Fort Walton Beach, Shalimar, and Crestview**

Test Systems Group (TSG): Keltec Florida is an engineering, research and development, and production facility involved in manufacturing high voltage and low voltage power supply systems for commercial and government applications. I was responsible for the electrical / mechanical design and construction of environmental test systems. I was also responsible for postproduction trouble shooting, corrective design changes, and written calibration procedures.

Research and Development Department: Duties included testing and making design changes on electronics systems in final stages of development, suggesting design changes, and preparing systems for final approval.

Electronics Technician: Worked with ASR-9 low voltage system designed for FAA, ALQ-131 Band 4/5, and 4102 high voltage systems designed for avionics use by the U.S. Military. Duties as production technician included testing and trouble-shooting sub-assemblies, environmental testing, and performing written tests on all systems.

EDUCATION:

University of West Florida, Pensacola, Florida

BS Engineering Technology / Building Construction

Graduated May 1998. Major courses include: Construction Administration, Engineering Economic Analysis, Production Improvement, Construction Mechanics, Structures I and II, Building Surveying and Layout, Environmental Technology / Heating and Air, Plumbing and Drainage, Environmental Safety and Health, Graphics for Engineering, Intermediate / Advanced AutoCAD, Electronics, and Instrumentation,

United Electronics Institute, Tampa, Florida

Associates Degree in Science - Electronics Technology (Occupational)

Graduated September 1986. Major courses included: AC & DC circuits, Radar, Transmitters and Receivers, Digital and Analog Circuits, Robotics, Microprocessors, Instrumentation.

Pensacola Junior College, Pensacola, Florida

September 1982 - December 1983. General Studies

PROFESSIONAL REFERENCES UPON REQUEST:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14945 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 10/04/2018
Issue: Gulf Power Street Lighting Project Contract in the Warrington Redevelopment Area
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Gulf Power Street Lighting Project Contract in the Warrington Redevelopment Area - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Gulf Power Street Lighting Project Contract:

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 58 LED streetlights along Gulf Beach Highway in the Warrington Redevelopment Area;

B. Approve one of the following payment plans:

1. Pay upfront cost of $94,422.48, which includes one year of energy and maintenance, and thereafter the monthly cost will be $789.79;

OR

2. Pay no upfront cost, and the monthly cost will be $1,948; and

C. Authorize the Chairman to sign the Gulf Power Contract for Street and General Area Lighting Service for a full term of five years and thereafter from year-to-year until terminated by notice to either party by the other party.

[Funding: Fund 151, Warrington CRA TIF, Cost Center 370114]

BACKGROUND:

This additional streetlight project will provide pedestrian and vehicle safety enhancements in the Warrington neighborhoods. The Warrington Redevelopment Area Contract will provide for the installation of 58 LED lighting fixtures along Gulf Beach Highway from Navy Blvd to Fairfield. This project is consistent with the mission of Escambia County to provide efficient, responsive services that enhance the quality of life, to meet common needs, and to promote a safe and healthy community. Attach is the upfront cost Contract. The contract for the monthly cost will be distributed separately. Also attached is the revised CRA streetlight analysis for upfront and monthly costs.

BUDGETARY IMPACT:

Funds are available in Warrington CRA TIF, Fund 151, Cost Center 370114.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney. Legal advises the Board to note that early termination of these five-year contracts will require payment of all unpaid charges for the remainder of the contract term.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the processing of these Contracts.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

After Board approval, NHS/CRA staff will coordinate with Gulf Power and provide updates to the applicable neighborhood organizations.

Attachments

Contract_Warrington GulfBeachHwy_Sept2018

CRA Streetlight Analysis_Oct2018

GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 18-3893

Customer Name ESCAMBIA COUNTY BOARD OF COMMISSIONERS **Date** 8/13/18

DBA N/A **Telephone No.** 850-595-1829 **Tax I. D. (if applicable)** N/A

Street Address (Subdivision, etc.) of Light(s) 0 GULF BEACH HWY- NAVY BLVD TO FAIRFIELD DR CRA

Billing Address 221 PALAFOX PLACE SUITE 305 PENSACOLA, FL 32502

Driving Directions S ON MOBILE HWY, L ON FAIRFIELD DR TO GULF BEACH HWY

Location of Light(s) GULF BEACH HWY BETWEEN NAVY BLVD & FAIRFIELD DR

Meter No. _____ **Account No.** NEW **JETS WO No.** 73A48D

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY 8/13/18

Application Taken By JEFF CAGLE

Approved by WENDELL E SMITH
Authorized Company Representative

Signature _____

Date 8.24.18

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Signature _____

Date _____

ISSUED BY: S. W. Connally, Jr. EFFECTIVE: January 1, 2014

Attest: _____
Tracy G. Clark, Assistant Secretary

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/28/18

Form 5 (Continued) **Contract No.** 18-3893

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

Total Base Monthly Charge**** $0.00

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 18-3893

TOTAL INSTALLED COST OF FIXTURE(S) $70,409.49

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT
Rate Schedule OS (Part I/II) – Street and Outdoor Lights

Type Light	Lamp Wattage	# of Lights (a)	Price Per Light* (b)	Total Flat Amount/Mo. (c) = (a) x (b)
ROADWAY 3 LED	149	58	$8.23	$477.34
ROADWAY 4 LED	285	23	$12.85	$295.55
				$0.00
				$0.00
				$0.00
		Total Base Monthly Charge ****		$772.89

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By JEFF CAGLE 8/13/18

Approved By WENDELL E SMITH
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Date _____

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/28/18

Attest: _____
Tracy G. Clark, Assistant Secretary

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE, OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)

Form 21

Contract No. 18-3893

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES $ $14,535.51

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
		#4DUPLEX	3,012'	EYEBOLT	40

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY 8/13/18

Application Taken By JEFF CAGLE

Approved By WENDELL E SMITH
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Date _____

ISSUED BY: Susan Story **EFFECTIVE:** January 31, 2006

Attest: Tracy G. Clark
Tracy G. Clark, Assistant Secretary

Approved as to form and legal sufficiency.
By/Title:
Date: 8/28/18

Gulf Power

Estimate for DSO# 73A48D
Date: August 15, 2018

One Energy Place
Pensacola, FL 32520-0231
850/444-6713, FAX 850/444-6237
Attn: Jeff Cagle

TO: Escambia County Community Redevelopment
221 Palafox Place, Suite 305
Pensacola, FL 32502

Quantity	Description	Amount
1	Paid upfront cost of 58 Roadway 3 & 23 Roadway 4 LED fixtures and facilities (3,012' of wire and 40-eyebolts) within Old Gulf Beach Hwy CRA (Navy Blvd to Fairfield Dr)	$84,945
18	First Year's Energy and Maintenance within Old Gulf Beach Hwy CRA (Navy Blvd to Fairfield Dr) (58 Roadway 3 & 23 Roadway 4 PUF monthly $789.79*12)	$9,477.48
	(see attached sample monthly bill for breakdown)	
	Total	$94,422.48

*Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option **(PUF)** the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

If you have any questions concerning this estimate, please call:
Jeff Cagle @ 850-444-6713

THANK YOU FOR YOUR BUSINESS!

Gulf Power

Current Lighting Service - **OS-I/II - Street and General Area Lighting**		
Billing Period		
Sample Monthly Bill for Old Gulf Beach Hwy CRA		
Lighting Charge		$436.94
Energy Charge		133.13
ECCR+ECR+PPCC		42.17
Facilities Charge		0.00
Fuel Charge	5,212 kWh x 0.02915	151.93
	Subtotal of Lighting Service	$764.17
Florida Gross Receipts Tax		8.40
Franchise Fee for Escambia Cnty		17.22
	Total Current Lighting Service	**$789.79***

Lighting Components Included In This Bill

58-Roadway 3 PUF
23-Roadway 4 PUF
*Cost subject to change pending current and any future regulatory rate reviews

This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.

NOTES:

LOC# 3-12; 15,18,19, 21-24: INST ROADWAY 3 LED

LOC# 1,2,13,14,16,17 & 20: INST ROADWAY 4 LED

LOC# 1-5; 8,11,12,15,18,19,22,24: INST 10' ARM

LOC# 6,7,9,10,13,14,16,17,20,21,23: INST 12' ARM

STRING #4DPX

COUNTY TO TRIM TREES @ LOC# 14 & 18

ROADWAY 4 LED LT

ROADWAY 3 LED LT

CONTACT INFO:
JEFF CAGLE- 292-0495; *6713

JUDY ANDREWS CENTER
55375

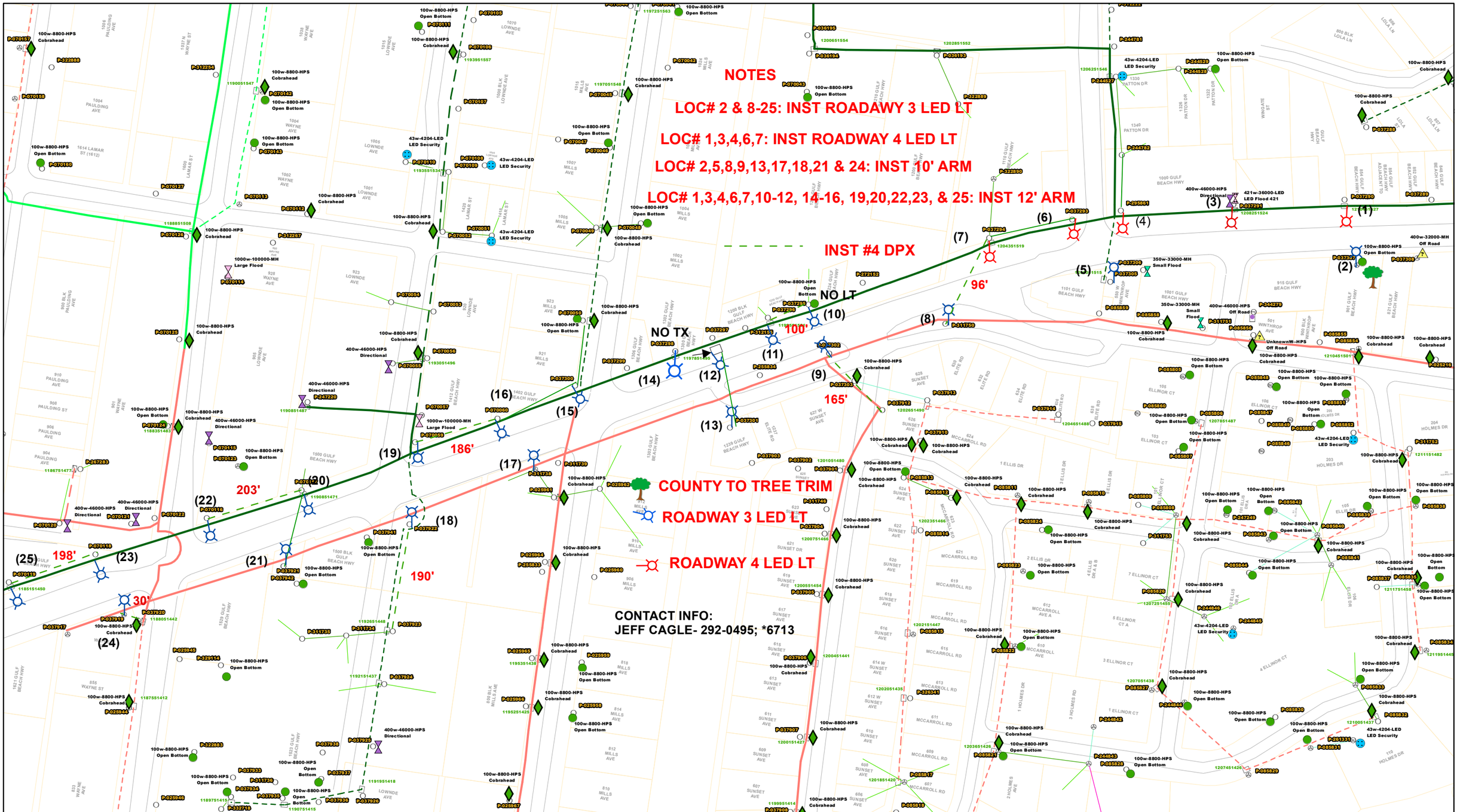
NAVY BLVD

72'

SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS		DRN. BY: JEFF CAGLE	DATE: 8/3/18
LOCATION: GULF BCH HWY- NAVY BLVD TO FAIRFIELD	SHEET 1 OF 4	REV. BY:	DATE:
MAP #:	SCALE: 1 inch = 170 feet	OCB #:6062 BCH HAVEN	JETS REF. # 955318	W/O #: 73A48D

N

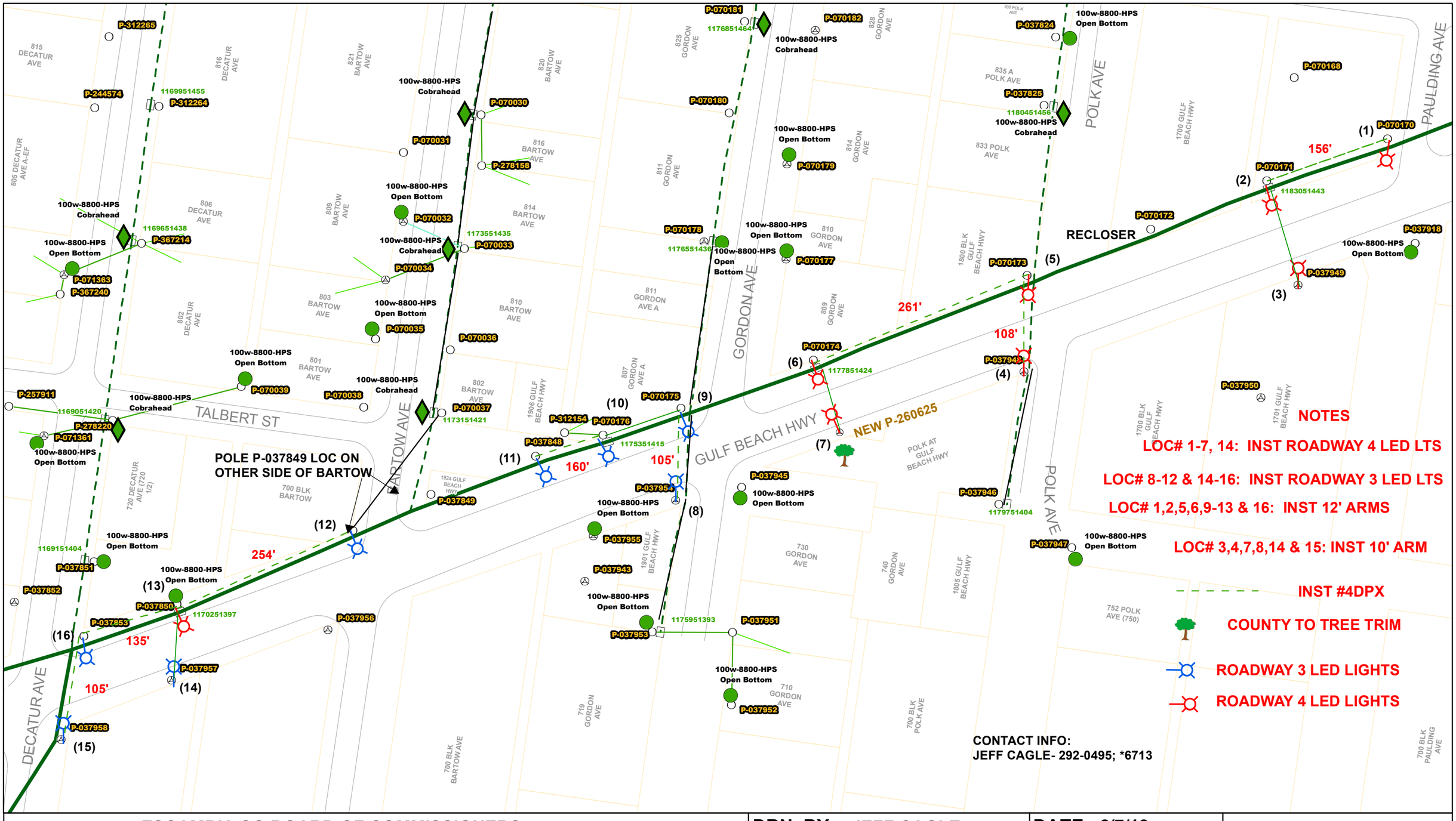
Gulf Power — SAFETY EXCELLENCE — Know it. Own it. Reach it.



SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS		**DRN. BY:** JEFF CAGLE	**DATE:** 8/3/18
LOCATION: GULF BCH HWY- NAVY TO FAIRFIELD	**SHEET 2 OF 4**	**REV. BY:**	**DATE:**
MAP #:	**SCALE:** 1 inch = 170 feet / **OCB #:**	**JETS REF. #** 955318	**W/O #:** 73A48D

N

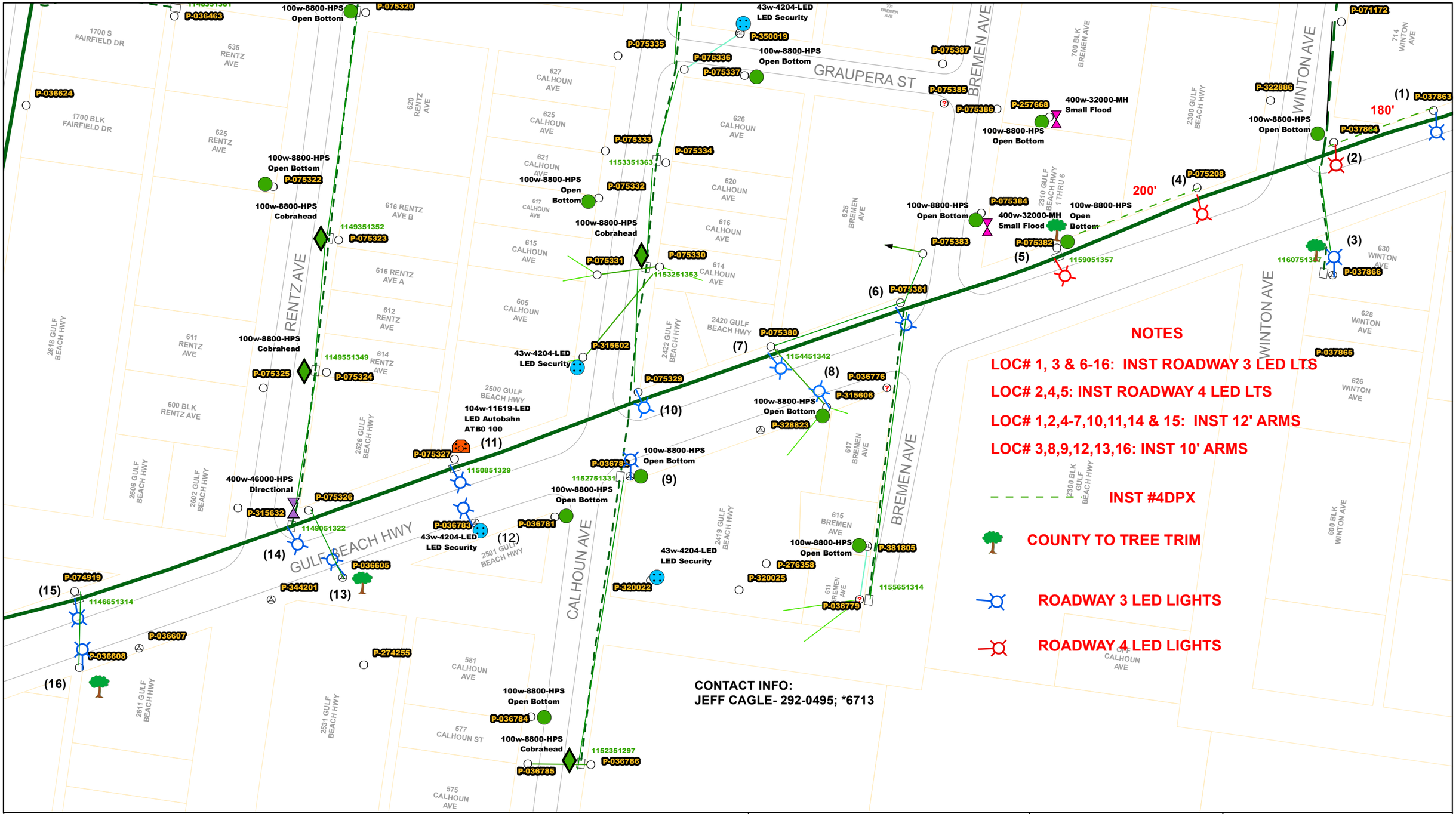
Gulf Power — SAFETY EXCELLENCE — Know it. Own it. Reach it.



SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS		**DRN. BY:** JEFF CAGLE	**DATE:** 8/7/18
LOCATION: GULF BCH HWY-NAVY TO FAIRFIELD	**SHEET 3 OF 4**	**REV. BY:**	**DATE:**
MAP #:	**SCALE:** 1 inch = 104 feet	**OCB #:** 6062 BCH HAVEN	**JETS REF. #** 955318 / **W/O #:** 73A48D

N

Gulf Power — SAFETY EXCELLENCE — Know it. Own it. Reach it.



SUBJECT: ESCAMBIA CO BOARD OF COMMISSIONERS			**DRN. BY:** JEFF CAGLE	**DATE:** 8/7/18
LOCATION: GULF BCH HWY- NAVY TO FAIRFIELD		**SHEET 4 OF 4**	**REV. BY:**	**DATE:**
MAP #:	**SCALE:** 1 inch = 104 feet	**OCB #:** 6062 BEACH HAVEN	**JETS REF. #** 955318	**W/O #:** 73A48D

N

Gulf Power — SAFETY EXCELLENCE — Know it. Own it. Reach it.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Gulf Power Street Light Contracts

Date: 8/28/18

Date due for placement on agenda: 9/10/2018

Requested by Nick Jordan, Dev. Program Manager

Phone Number: 595-1829

(LEGAL DEPARTMENT USE ONLY)

Legal Review by _____

Date Received: _____

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Please note acceleration clause as part of BCC Recommendation. SJ/!

CRA STREETLIGHT ANALYSIS

81

Gulf Beach Hwy LED Lights - 81 QTY

			4	5	6	15	breakeven	Energy Only Annual	Total Annual
	ANNUAL ENERGY COST/yr	YEAR 1	YEAR 2-5	YEAR 6-10	YEAR 10-15	TOTAL YEARS	YEAR 5	Cost/light	Cost/light
UPFRONT COST	9,477	$94,422	$37,908	$47,385	$56,862	$236,577	$47,385	$117	$1,166
LEASE COST	23,376	$23,376	$93,504	$116,880	$140,256	$374,016	$116,880	$289	$289
		$71,046	($55,596)	($69,495)	($83,394)	($137,439)	($69,495)		$877

10

# of Additional LED Lights over a 10 period	30	Per year 3
# of Additional LED Lights 1X	246	

* INCLUDE ONE-TIME INSTALLATION UPFRONT COST OF $84,945

BREAKEVEN= YR 5

32

Palafox - Westernmark LED Lights - 32 QTY

			4	5	6	15	breakeven	Energy Only Annual	Total Annual
	ANNUAL ENERGY COST/yr	YEAR 1	YEAR 2-5	YEAR 6-10	YEAR 10-15	TOTAL YEARS	YEAR 5	Cost/light	Cost/light
UPFRONT COST	2,889	$74,259	$11,556	$14,445	$17,334	$117,594	$14,445	$90	$2,321
LEASE COST	15,900	$15,900	$63,600	$79,500	$95,400	$254,400	$79,500	$497	$497
		$58,359	($52,044)	($65,055)	($78,066)	($136,806)	($65,055)		$1,824

10

#of LED Additional from savings over a 10 year period	37	Per year 3.67
# of LED Additional Lights 1X	117	

* INCLUDE ONE-TIME INSTALLATION UPFRONT COST OF $71,370

BREAKEVEN = YR 5

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14943 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 10/04/2018
Issue: Gulf Power Street Lighting Project Contract in the Palafox Redevelopment Area
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Gulf Power Street Lighting Project Contract in the Palafox Redevelopment Area - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Gulf Power Street Lighting Project Contracts:

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule to install 32 LED streetlights for the Westernmark Subdivision within the Palafox Redevelopment Area ;

B. Approve one of the following payment plans:

1. Pay upfront cost of $74,259.36, which includes one year of energy and maintenance, and thereafter the monthly cost will be $240.78;

OR

2. Pay no upfront cost, and the monthly cost will be $1,325; and

C. Authorize the Chairman to sign the Gulf Power Contract for Street and General Area Lighting Service for a full term of five years and thereafter from year-to-year until terminated by notice to either party by the other party.

[Funding: Fund 151, Palafox CRA TIF, Cost Center 370115]

BACKGROUND:

This additional streetlight project will provide pedestrian and vehicle safety enhancements in the Westernmark neighborhoods. The Palafox Redevelopment Area Contract will provide for the installation of 32 LED lighting fixtures within the Westernmark subdivision. This project is consistent the mission of Escambia County to provide efficient, responsive services that enhance the quality of life, to meet common needs, and to promote a safe and healthy community. Attach is the upfront cost Contract. The contract for the monthly cost will be distributed separately. Also attached is a revised copy of the streetlight analysis.

BUDGETARY IMPACT:

Funds are available in Palafox CRA TIF, Fund 101, Cost Center 370115.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney. Legal advises the Board to note that early termination of this five-year contract will require payment of all unpaid charges for the remainder of the contract term.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the processing of this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

After Board approval, NHS/CRA staff will coordinate with Gulf Power and provide updates to the applicable neighborhood organizations.

Attachments

PalafoxCRA_Streetlight Contract_Sept2018

CRA Streetlight Analysis_Oct2018

GULF POWER COMPANY
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Contract No. 18-3899

Customer Name ESCAMBIA CO BOARD OF COMMISSIONERS **Date** 8/15/18

DBA N/A **Telephone No.** 850-595-1829 **Tax I. D. (if applicable)** N/A

Street Address (Subdivision, etc.) of Light(s) PALAFOX CRA- WESTERNMARK

Billing Address 221 PALAFOX PLACE SUITE 140 PENSACOLA, FL 32502

Driving Directions SOUTH ON MOBILE HWY, LEFT ON MASSACHUSETTS AVE TO ERRESS BLVD

Location of Light(s) DIEGO CIR, ERRESS BLVD, WESTERNMARK SUBDIVISION

Meter No. _____ **Account No.** NEW **JETS WO No.** 73A48X

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of 5 years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/28/18

GULF POWER COMPANY 8/16/18

Application Taken By JEFF CAGLE

Approved by WENDELL E SMITH
Authorized Company Representative

Signature _____

Date 8-24-18

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Signature _____

Date _____

ISSUED BY: S. W. Connally, Jr. EFFECTIVE: January 1, 2014

Attest: _____
Tracy G. Clark, Assistant Secretary

Form 5 (Continued) Contract No. 18-3899

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Total Base Monthly Charge****			$0.00

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 18-3899

TOTAL INSTALLED COST OF FIXTURE(S) $22,609.40

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT
Rate Schedule OS (Part I/II) – Street and Outdoor Lights

Type Light	Lamp Wattage	# of Lights (a)	Price Per Light* (b)	Total Flat Amount/Mo. (c) = (a) x (b)
ROADWAY 2 LED	95	12	$4.69	$56.28
ROADWAY 3 LED	149	20	$6.24	$124.80
				$0.00
				$0.00
				$0.00
		Total Base Monthly Charge ****		$181.08

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY 8/16/12

Application Taken By JEFF CAGLE

Approved By WENDELL E SMITH
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer

Title Jeff Bergosh, Chairman

Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

Approved as to form and legal sufficiency.
By/Title:
Date: 8/28/12

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

Attest: Tracy G. Clark
Tracy G. Clark, Assistant Secretary

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE, OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)

Form 21

Contract No. 18-3899

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES $ $48,760.60

DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT

Type Pole	# of Poles	Type Wire	Quantity of Wire	Miscellaneous Materials	Quantity of Material
30' CC	11	#6 UG DPX	1,994'	BORE	1609'
		#4DPX	268'	2' CONT DUCT	1609'
				INST CABLE	1609'

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

GULF POWER COMPANY 6/16/18

Application Taken By JEFF CAGLE

Approved By WENDELL E SMITH
Authorized Company Representative

CUSTOMER Board of County Commissioners
Escambia County, Florida

Customer _____

Title Jeff Bergosh, Chairman

Date _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/28/18

ISSUED BY: Susan Story **EFFECTIVE:** January 31, 2006

Attest: Tracy G. Clark
Tracy G. Clark, Assistant Secretary

Gulf Power

Estimate for DSO# 73A48X
Date: August 16, 2018

One Energy Place
Pensacola, FL 32520-0231
850/444-6713, FAX 850/444-6237
Attn: Jeff Cagle

TO: Escambia County Community Redevelopment
221 Palafox Place, Suite 140
Pensacola, FL 32502

Quantity	Description	Amount
1	Paid upfront cost of 12 Roadway 2 & 20 Roadway 3 LED fixtures, 11 Concrete Poles and facilities within Palafox CRA – Westernmark	$71,370
18	First Year's Energy and Maintenance within Palafox CRA – Westernmark (12 Roadway 2 & 20 Roadway 3 LED fixtures PUF monthly $240.78*12)	$2,889.36
	(see attached sample monthly bill for breakdown)	
	Total	$74,259.36

*Cost subject to change pending current and any future regulatory rate reviews

NOTE: When choosing the Paid Upfront Option **(PUF)** the Company will retain ownership of the equipment and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Equipment, Maintenance, and Energy Charges. The useful life of the fixture(s) and wire is 15 years, and the pole(s) is 30 years from the installation date. If the equipment fails prior to this date, the equipment will be changed out at no cost to the Customer; and the billing of the equipment will remain as is. However, if the equipment fails on or after this date, then the Customer will have the option of one of three billing methods for the equipment that is replaced: (1) paying up front for the total installed cost of the replacement of the equipment and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the equipment, (2) paying the monthly total Charge of the equipment as provided in the tariff, or (3) discontinuing the unmetered electric service.

If you have any questions concerning this estimate, please call:
Jeff Cagle @ 850-444-6713

THANK YOU FOR YOUR BUSINESS!

Gulf Power

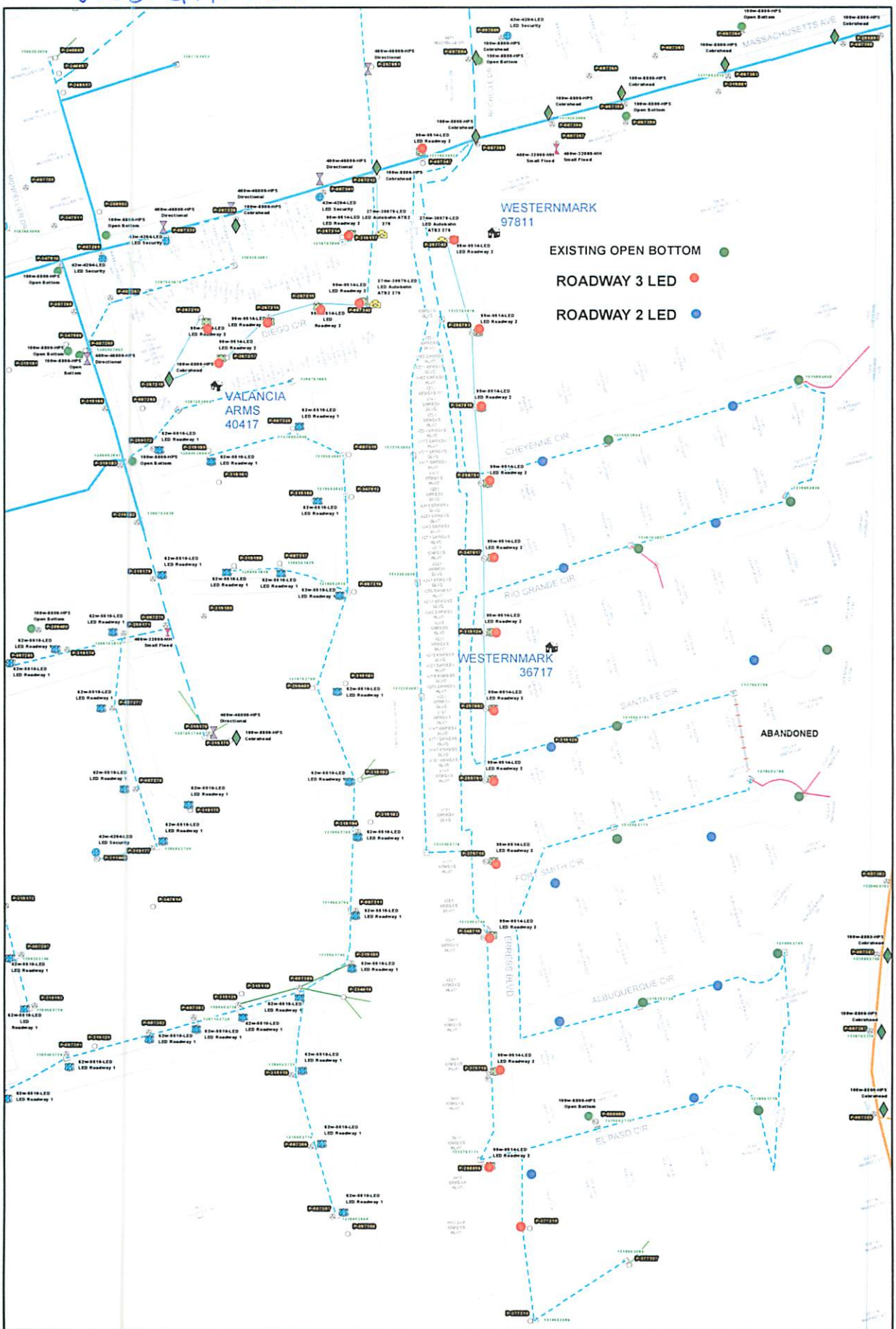
Current Lighting Service - **OS-I/II - Street and General Area Lighting**		
Billing Period		
Sample Monthly Bill for Palafox CRA - Westernmark		
Lighting Charge		$145.00
Energy Charge		36.08
ECCR+ECR+PPCC		11.46
Facilities Charge		0.00
Fuel Charge	1,416 kWh x 0.02915	41.28
	Subtotal of Lighting Service	$233.82
Florida Gross Receipts Tax		2.28
Franchise Fee for Escambia Cnty		4.68
	Total Current Lighting Service	**$240.78***

Lighting Components Included In This Bill

12-Roadway 2 PUF
20-Roadway 3 PUF
11-30' Concrete Poles PUF
*Cost subject to change pending current and any future regulatory rate reviews

This sample bill is the monthly cost; we then multiplied it by 12 to get the annual cost for this project on the first page. The base rate as stated on the contract is obtained by adding the Lighting Charge and Energy Charge above.

Westernmark



SUBJECT: ESCAMBIA CO BRD OF COMMISSIONERS		MAP #:	
LOCATION: 0 PALAFOX CRA-WESTERNMARK		SCALE: 1 inch = 167 feet	
		OCB #:	
DRN. BY: JEFF CAGLE	DATE:	JETS REF. # 888018	
REV. BY:	DATE:	W/O #:	

N

Gulf Power

CRA STREETLIGHT ANALYSIS

81

Gulf Beach Hwy LED Lights - 81 QTY

			4	5	6	15	breakeven	Energy Only Annual	Total Annual
	ANNUAL ENERGY COST/yr	YEAR 1	YEAR 2-5	YEAR 6-10	YEAR 10-15	TOTAL YEARS	YEAR 5	Cost/light	Cost/light
UPFRONT COST	9,477	$94,422	$37,908	$47,385	$56,862	$236,577	$47,385	$117	$1,166
LEASE COST	23,376	$23,376	$93,504	$116,880	$140,256	$374,016	$116,880	$289	$289
		$71,046	($55,596)	($69,495)	($83,394)	($137,439)	($69,495)		$877

10

# of Additional LED Lights over a 10 period	30	Per year 3
# of Additional LED Lights 1X	246	

* INCLUDE ONE-TIME INSTALLATION UPFRONT COST OF $84,945

BREAKEVEN= YR 5

32

Palafox - Westernmark LED Lights - 32 QTY

			4	5	6	15	breakeven	Energy Only Annual	Total Annual
	ANNUAL ENERGY COST/yr	YEAR 1	YEAR 2-5	YEAR 6-10	YEAR 10-15	TOTAL YEARS	YEAR 5	Cost/light	Cost/light
UPFRONT COST	2,889	$74,259	$11,556	$14,445	$17,334	$117,594	$14,445	$90	$2,321
LEASE COST	15,900	$15,900	$63,600	$79,500	$95,400	$254,400	$79,500	$497	$497
		$58,359	($52,044)	($65,055)	($78,066)	($136,806)	($65,055)		$1,824

10

#of LED Additional from savings over a 10 year period	37	Per year 3.67
# of LED Additional Lights 1X	117	

* INCLUDE ONE-TIME INSTALLATION UPFRONT COST OF $71,370

BREAKEVEN = YR 5

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14950 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 10/04/2018
Issue: Local Government Contribution for SAIL Financing through Florida Housing Finance Corporation
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

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

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

B. Approve the local Application Form and timelines; and

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

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

BACKGROUND:

Florida Housing Finance Corporation (FHFC) will be opening two separate competitive Request For Applications (RFA) for multifamily developments interested in State Apartment Incentive Loan (SAIL) funding. RFA 2018-114 SAIL Financing for the Construction of Workforce Housing is expected to be issued on October 2 and RFA 2018-116 SAIL Financing of Affordable Multifamily Housing

Developments to be Used in Conjunction with Tax Exempt Bonds and Non-Competitive Housing Credits is expected to be issued on October 19. RFA 2018-114 will be for family units only and RFA 2018-116 will be both family and elderly units. Neither draft RFA is currently available, but the workshop held for RFA 2018-114 indicated that a local government contribution of $37,500 will be required; it is anticipated that RFA 2018-116 will require the same.

The Board approved a process for review of applications applying for FHFC funding that would require the local Government Contribution form, which was approved on May 4, 2017. The application attached to this recommendation is being updated to include current FHFC RFA information and deadlines. The application has also been updated to include the 2018 Racially and Ethnically Concentrated Areas of Poverty (RECAP) area, which is census tract 16 in District 3. As part of the process approved by the Board last year, no developments will be approved in these RECAP areas. It should be noted that FHFC prohibits applications for developments within one mile of newly approved FHFC developments, which will prohibit development of units near Delphin Downs at 1717 W. Cervantes Street and Brownsville Manor on West DeSoto Street.

Staff is proposing the provision of an additional $100,000 in addition to the minimum local government contribution to encourage the set aside of one unit in a development for a homeless or formerly homeless individual or household as an optional election by the developer. If fundind is awarded by FHFC, the developer proposing the homeless set aside would be required to receive referrals from Opening Doors Northwest Florida as the local Continuum of Care (COC) for the unit and execute an agreement or memorandum of understanding with Opening Doors in addition to the agreement that will be executed with the County. The unit must be reserved for an extremely low income household and the rent limit cannot exceed the 30% rent limits based on bedroom size. Provision of a homeless set aside enables the County to help meet SHIP extremely low income set asides, as well as help provide the COC support in its competitive HUD COC funding application by showing that the area is seeking to provide units for homeless households transitioning out of supportive housing.

Documents related to RFA 2018-114 SAIL Financing for the Construction of Workforce Housing is available online here . Documents related to RFA 2018-116 SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax Exempt Bonds and Non-Competitive Housing Credits is available online here .

BUDGETARY IMPACT:

The statewide housing tax credit application process through Florida Housing Finance Corporation (FHFC) is extremely competitive, so there is no guarantee of any project being funded in Escambia County as developments are competing for funds across the state. Given the funding that FHFC shows available for each RFA, probably only two workforce developments will be funded statewide under RFA 2018-114 (Workforce) and probably eight to ten developments will be funded statewide under RFA 2018-116 (Bonds and Housing Credits).

Fund 120/SHIP and/or Fund 124/Escambia Affordable Housing funds will only be provided in the event that a development is awarded financing through FHFC. Applications will be brought to the Board in November for review and approval for the local government contribution.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Review of the application process, including proposed changes, must be approved by the Board. Potential funding commitments must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will post the application online and will review applications with the support of other County departments including Development Services.

Attachments

2018 DRAFT SAIL application form

ESCAMBIA COUNTY, FLORIDA
LOCAL GOVERNMENT CONTRIBUTION APPLICATION
FOR FHFC HOUSING TAX CREDITS
[RFA 2018-114 and RFA 2018-116]

GENERAL INFORMATION:

This application is solely for the use of applicants seeking the required minimum Local Government Contribution for proposed developments for application to Florida Housing Finance Corporation (FHFC) RFA 2018-114 SAIL Financing for the Construction of Workforce Housing and 2018-116 SAIL financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits.

This application and supporting documents may be found online at: https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/rental-programs

Questions may be submitted to HTCapp@myescambia.com

FUNDING:

Funding to be provided by State Housing Initiatives Partnership (SHIP) and/or Affordable Housing program funds for proposals that meet the County's criteria. Successful applicants must comply with all rules and regulations of the County's housing programs. Funding is subject to availability. In each instance, the minimum contribution required by FHFC will be provided. Funding will be in the form of a deferred loan, with the provided amount depreciating over the term of the loan, provided the property is not in default of program agreement and mortgage terms. Escambia County reserves the right to amend and/or rescind this funding opportunity at any time prior to the final award and approval of any contract by the Board of County Commissioners.

HOMELESS SET ASIDE FUNDING:

An additional $100,000 will be provided over and above the minimum contribution required by FHFC for developments that commit to setting aside ONE (1) unit as a homeless set aside. The developer would commit to working with Opening Doors Northwest Florida (the local homeless Continuum of Care) to receive referrals from homeless/formerly homeless households transitioning out of COC or locally funded permanent supportive housing. An approved Memorandum of Understanding or Agreement with Opening Doors is not required for this application, but must be provided in advance of the County providing funds. The unit must be reserved for an extremely low income (ELI) household or individual according to current income limits, and rent limits on this unit must not exceed the current 30% limits for the SHIP Program based on bedroom size as provided by FHFC.

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The current 30% income and rent limits for Escambia County are as follows:

Household Size	Income Limit
1	$13,700
2	$16,460
3	$20,780
4	$25,100

Bedroom Size	Monthly Rent Limit
0	$342
1	$377
2	$519
3	$681

TERMS AND CONDITIONS:

1. If awarded funding by FHFC, applicants acknowledge the following:
   a. All units supported by County funds must remain affordable for a minimum of 15 years.
   b. If funding is approved by FHFC, an Agreement will be entered with the Board of County Commissioners prior to official award of Escambia County funding.
   c. A mortgage and note will be filed against the property. Escambia County acknowledges that this mortgage will be subordinate to other development funding.
   d. Funding will be in the form of a deferred loan, with the loan amount depreciating over the term of the loan provided that the project is not in default.
   e. The County will require annual monitoring of the project for compliance with occupancy, rent and income limits, and property conditions.
2. Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public records law.
3. Funding commitments are good through June 30, 2019 for RFA 2018-114 and September 30, 2019 for RFA 2018-116.
4. Incomplete applications will not be considered.
5. The County reserves the right, at its discretion, to waive minor informalities or irregularities in any responses, request clarification/information from the applicants, reject any or all responses in whole or in part, with or without cause, and accept any response, which in the County's judgment will be in the County's best interest.
6. Scoring criteria is provided at the end of this document.
7. Any clarification, correction, or change to this application will me made via a written addendum to be made available online at the site above. Any oral or other type of communication regarding this application is not binding.

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IMPORTANT DATES:

Please review the following dates and deadlines for each applicable FHFC Request For Applications (RFA). Applications received after the deadline will not be considered.

	RFA 2018-114: Financing for the Construction of Workforce Housing (SAIL funding)	RFA 2018-116: Financing of Affordable MF Housing Developments with Bonds and Non-Competitive HC's
Application Deadline:	5 p.m., October 12, 2018	5 p.m., October 31, 2018
Board of County Commissioners Meeting:	5:30 p.m. November 1, 2018	5:30 p.m. November 20, 2018

THRESHOLD REQUIREMENTS:

Applications that do not meet the following basic project thresholds will not be considered by the Escambia County Board of County Commissioners.

1. Escambia County Local Contribution Application form completed in its entirety (attached)
2. Preliminary Site Plan and Elevation
3. Executed FHFC Ability to Proceed Forms (6) as follows:
   a. Verification of Availability of Infrastructure-Roads
   b. Verification of Availability of Infrastructure-Water
   c. Verification of Availability of Infrastructure-Sewer Capacity, Package Treatment or Septic Tank
   d. Verification of Availability of Infrastructure-Electricity
   e. Local Government Verification that Development is Consistent with Zoning and Land Use Regulations
   f. Local Government Verification of Status of Site Plan Approval for Multi-Family Developments OR Verification of Status of Plat Approval for Residential Rental Developments
4. Submission of Pre-Application Development Review from Escambia County Development Services for unincorporated County Projects or Predevelopment Review for City Projects with written comments.
   a. UNINCORPORATED ESCAMBIA COUNTY PROJECTS: Pre-application meetings are held Wednesdays. Contact 850-595-3472 or developmentreview@myescambia.com to set up an preapplication meeting. Please review the submittal deadlines and complete the "Commercial Site Pre-Application Submittal Checklist" form from https://myescambia.com/our-services/development-services/development-review/development-review-forms . Submission will include a Transmittal Letter, Project Information Form, Project Narrative, and Preliminary Site plans to scale. Please note that the County pre-application review comments are only valid for 12 months. The pre-application must be current at the time of the application deadline.
   b. CITY OF PENSACOLA PROJECTS: Development reviews are held Wednesdays at 9 a.m. Contact the City Planning office (http://www.ci.pensacola.fl.us/289/One-Stop-Development) at 850-435-5655 or DevelomentReview@cityofpensacola.com for more information. *You must also contact Marcie Whitaker, City Housing Administrator, at 850-858-0323 or at* mwhitaker@cityofpensacola.com *to inform of your attendance at the City Preapplication Review.*

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5. Evidence of Site Control as documented by a deed or certificate of title, eligible contract, or long term lease per the definitions outlined in the applicable FHFC RFA.
6. Project Proforma and proposed sources and uses statement
7. Development Team Information: Developer to provide proof of 5 year's experience in workforce or affordable housing, including information on the development team structure
8. Property Management Team Information: Developer to provide information on experience of proposed property management team
9. Evidence of Community Outreach. Developer must provide evidence of direct notification to property owners within 2500 feet of the proposed development. Copies of flyers, emails, mailouts, advertising, agendas, minutes, sign-in sheets or other evidence indicating review of the proposed project through community meeting(s) with area residents.
10. Verification that Project is not located in a FEMA Mapped Special Flood Hazard Area. Staff will verify based on project location.
11. Verification that Project is not located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area. No projects in Census Tract 16. Staff will verify based on project location.
12. Applicant or its principals may not be debarred from federal projects or from FHFC projects. Developer may not be on FHFC's non-compliance listing for ANY REASON.

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NOTE: DRAFT RFA PROVIDED. BCC WILL APPROVE FINAL APPLICATION ON SEPTEMBER 20, 2018 BCC MEETING

SUBMISSION INSTRUCTIONS:

Submit one (1) original and four (4) copies of the entire application by mail or hand delivery no later than the due date and time listed in the application to:

Escambia County Neighborhood Enterprise Division
FHFC Housing Tax Credit Applications
Meredith Reeves, Division Manager
221 Palafox Place, Suite 200
Pensacola, FL 32502

GENERAL INSTRUCTIONS:

* NO ELECTRONIC COPIES WILL BE ACCEPTED
* Originals and copies must be submitted in the order given below, with labeled tab dividers corresponding to the Attachments and Appendices. Originals and copies must be three hole punched on the left side. Copies may be double sided.
*Please provide one Disk or Thumb Drive with all of the below information.

SUBMISSION FORMAT:

APPLICATION (pages 5-10)

ATTACHMENTS (threshold requirement):
Attachment 1: Preliminary Site Plan and Elevation
Attachment 2: FHFC Ability to Proceed Forms
Attachment 3: Pre-Application Development Review with written comments
Attachment 4. Evidence of Site Control
Attachment 5: Proforma and Sources & Uses Statement
Attachment 6: Development Team Information
Attachment 7: Property Management Team Information
Attachment 8: Evidence of Community Outreach

APPENDICES:
Appendix A: Listing of affordable/workforce properties developed or owned in Escambia or Santa Rosa Counties
Appendix B: Listing of affordable or workforce properties managed by property management team in Escambia or Santa Rosa Counties
Appendix C: Design Compatibility Narrative
Appendix D: Local Contractor Verification(s)
Appendix E: Local Partnership Verification(s)
Appendix F: Community Support Verification
Appendix G: Local Community Benefits Narrative
Appendix H: Ability to Proceed Narrative
Appendix I: Additional information requested from DEVELOPER EXPERIENCE SECTION (if applicable)

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APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	☐ YES ☐ NO	
2. Did the Developer provide the six FHFC ability to proceed forms?	☐ YES ☐ NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	☐ YES ☐ NO	
4. Did the developer provide evidence of site control?	☐ YES ☐ NO	
5. Did the developer provide a development proforma and sources and uses statement?	☐ YES ☐ NO	
6. Did the developer provide information on the development team?	☐ YES ☐ NO	
7. Did the developer provide information on the property management team?	☐ YES ☐ NO	
8. Did the developer provide evidence of community outreach?	☐ YES ☐ NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	☐ YES ☐ NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tracts 16)	☐ YES ☐ NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's non-compliance listing for any reason	☐ YES ☐ NO	

2. CONTACT INFORMATION:

Applicant Name: _____

_____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Primary Contact/Title: _____

Secondary Contact/Title: _____

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3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # _____

Development Name: _____

Development Address: _____

Parcel Reference Number: _____

Jurisdiction Location: ☐ Unincorporated Escambia County ☐ City of Pensacola

Type of Development (check all that apply): ☐ Elderly ☐ Family ☐ Special Needs ☐ Homeless

Type of Construction: ☐ New ☐ Rehabilitation ☐ Acquisition/Rehabilitation

Development Design: ☐ Garden Apts ☐ High Rise ☐ Mid Rise, 4 Stories ☐ Townhomes ☐ Quadraplexes ☐ Mid Rise, 5-6 Stories ☐ Duplexes ☐ Other: _____

Total Number of Units: **Number of Set Aside Units:**

Is project located in a 2016 RECAP area (census tract 16)? ☐ NO ☐ YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? ☐ NO ☐ YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? ☐ NO ☐ YES

If yes, provide name of CRA: _____

Is the project located in a Geographic Area of Opportunity (as determined by FHFC listing of Geographic Areas of Opportunities, effective 6/28/18)**?** ☐ NO ☐ YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ / **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: _____

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PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

d. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

e. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

a. Name of Proposed Property Management Company: _____

b. Address of Management Company: _____

c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)

d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

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6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the minimum required resident programs that will be offered at the development:

☐ Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)

☐ After School Program for Children
☐ Daily Activities
☐ Family Support Coordinator
☐ Homeownership Opportunity Program
☐ Resident Assurance Check-In Program (Elderly)
☐ Computer Training
☐ Employment Assistance Program
☐ Financial Management Program
☐ Literacy Training
☐ Other:_____

b. Please list any resident program offerings in excess of the required minimums from FHFC:

_____

_____

_____

_____

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

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Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: _____

b. Cost per Unit: _____

c. Is project based rental assistance anticipated for this Development? ☐ NO ☐ YES

If yes, list source of rental assistance: _____

Number of Units to receive assistance: _____ Years remaining on rental assistance contract: _____

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

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a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

14. HOMELESS SET ASIDE

Additional funding in excess of the minimum local government contribution will be provided if developer provides ONE (1) unit as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care.

Indicate if this development is applying for this additional homeless set aside funding as outlined in the application. ☐ NO ☐ YES

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.

Signature: _____ Date: _____

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SCORING CRITERIA

FHFC RFA # _____

Development Name: _____

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments:		
Property Management Experience	**10**	
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	**15**	
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	**5**	
*Does the developer offer resident programs in excess of the required minimums from FHFC?		
Comments:		

Local Contractors	5	
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	**5**	
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	**5**	
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments:		
Financial Capacity	**10**	
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	**10**	
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for homeless or special needs households?		
Comments:		

Ability to Proceed	5	
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		/100

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14937 **County Attorney's Report 10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 10/04/2018
Issue: Scheduling an Attorney/Client Session on October 18, 2018 to Discuss Pending Litigation
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on October 18, 2018 at 8:30 a.m. to Discuss Pending Litigation in the Case of *Daniel Smillie, Jr. v. Department of Retirement Management Services and Escambia County, Florida, Case No. R-14-28255-PEN.*

That the Board that the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation in accordance with Section 286.01(8), Fla. Stat. for October 18, 2018 at 8:30 a.m.; and

B. Approve the public notice below to be advertised in the *Pensacola News Journal* on Saturday, October 6, 2018.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss the case of *Daniel Smillie, Jr. v. Department of Retirement Management Services and Escambia County, Florida, Case No. R-14-28255-PEN*, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:30 a.m., on Thursday, October 18, 2018, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida, and is expected to last approximately thirty minutes. Commissioners Jeff Bergosh, Lumon J. May, Douglas B. Underhill, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, and Assistant County Attorney Meredith D. Crawford and a certified court reporter will attend and

report the attorney/client session.

BACKGROUND:
To be provided to the Board at the attorney/client session.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14936 **County Attorney's Report 10. 2.**
BCC Regular Meeting **Action**
Meeting Date: 10/04/2018
Issue: Scheduling a Special Board Meeting to Conduct an Attorney/Client Session on October 25, 2018 to Discuss Pending Litigation
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Special Board Meeting to Conduct an Attorney/Client Session on October 25, 2018 at 9:00 a.m. to Discuss Pending Litigation in the Case of *Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc., Escambia County, Florida, et al., Case No. 2015 CA 000722, Escambia County Circuit Court.*

That the Board take the following action:

A. Schedule a Special Board meeting for the sole purpose of conducting a private meeting with its attorneys to discuss pending litigation in accordance with Section 286.01(8), Fla. Stat. for October 25, 2018 at 9:00 a.m.; and

B. Approve the public notice below to be advertised in the *Pensacola News Journal* on Saturday, October 13, 2018.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a Special Board meeting for the sole purpose of conducting a private meeting with its attorneys to discuss pending litigation in the case of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc., Escambia County, Florida, et al., Case No. 2015 CA 000722, Escambia County Circuit Court, in accordance with Section 286.01(8), Florida Statutes. The Special Board meeting in which to conduct an attorney/client session will be held at 9:00 a.m., on Thursday, October 25, 2018, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida.

Commissioners Jeff Bergosh, Doug B. Underhill, Lumon J. May, Grover C. Robinson, IV, Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Peppler, Lawson Hester, attorneys representing Escambia County in the foregoing litigation and a certified court reporter will attend the attorney/client session.

BACKGROUND:

To be provided to the Board at the attorney/client session.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14963 **County Attorney's Report 10. 3.**
BCC Regular Meeting **Action**
Meeting Date: 10/04/2018
Issue: Appointments to the Gulf Consortium
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Appointments to the Gulf Consortium

At the request of Commissioner Grover Robinson, that the Board take the following action:

A. Approve Commissioner Grover Robinson to serve out his Chairmanship with the Gulf Consortium and chair the proposed meeting on Thursday, November 29, 2018, in Tampa, Florida, with all travel expenses paid in accordance with the County's policies;

B. Make a finding that Grover Robinson's attendance at the Gulf Consortium meeting serves a public purpose; and

C. Designate Commissioner Doug Underhill to serve as the primary appointee and the District 4 elected commissioner to serve as the alternate on the Gulf Consortium upon completion of Grover Robinson's term.

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

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14927 **County Attorney's Report 10. 4.**
BCC Regular Meeting **Action**
Meeting Date: 10/04/2018
Issue: Approval of Settlement of the Case of the Estate of Samuel D. Averheart v. Escambia County, Florida, Case No. 2017 CA 001791
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Settlement of the Case of Kerri Burd as Personal Representative of the Estate of Samuel D. Averheart v. Escambia County, Florida, Case No. 2017 CA 001701, Escambia County Circuit Court

That the Board take the following action:

A. Approve a settlement payment of $125,000.00 (the County would be responsible for $41,666.67 as part of its deductible) to Kerri Burd as Personal Representative of the Estate of Samuel D. Averheart in exchange for the execution of a mediated settlement agreement and general release and that the Estate cooperate in obtaining a dismissal with prejudice of the pending lawsuit; and

B. Ratify the execution of the Mediated Settlement Agreement and General Release by Charles V. Peppler, Deputy County Attorney.

BACKGROUND:

Samuel Averheart was incarcerated at the Escambia County Jail, on November 10, 2015. At that time, he was 21 years old and unemployed. Eventually, Mr. Averheart began to suffer from hallucinations, high blood pressure and other symptoms.

Mr. Averheart was admitted to the ER at Sacred Heart Hospital on November 17th because of his being fidgety, nervous, sweating profusely, rambling and confused speech, and hallucinating.

Upon his return from the ER visit that same day, for a period of approximately 40 hours, Mr. Averheart was never assessed by a health care provider, only given one dose of medication and no vital signs were taken. In the early morning hours of November 19th, after being checked by Infirmary personnel at 1:49 a.m., Mr. Averheart was found to be unresponsive twenty-six minutes later. A medical emergency was declared and lifesaving efforts were begun. County EMS arrived, but Mr. Averheart was pronounced dead after thirteen minutes of resuscitation efforts.

The autopsy completed on November 20th determined that the cause of death was bilateral pulmonary thromboemboli (pulmonary embolism) secondary to bilateral deep venous thrombi (blood clots) of the legs and secondary to extreme truncal obesity. The Medical Examiner deemed all causes as complications of hypertensive cardiac disease and obesity.

Suit was filed by the Personal Representative on behalf of the estate. Mr. Averheart's survivors were his parents. Plaintiff's theory of the case was that his symptoms should have alerted medical staff that he was suffering from a pulmonary embolism and that the medical treatment given was inadequate. Plaintiff alleges that his physical and mental health deteriorated rapidly after his return from the ER visit and that he should have been assessed or seen by a medical doctor after his return from the ER.

Voluntary mediation was agreed upon before expert witnesses' depositions were taken so that expert witness fees expenses would not increase the settlement value of the case. The detention liability carrier, Lloyds of London, through its third-party administrator, Western Litigation, and Markel Insurance Company, the County's medical malpractice carrier, agreed to a one-third, two-third split of payment of any settlement. Under the detention liability policy, the County is subject to a $100,000.00 deductible and under the medical negligance policy, the County is subject to a $7,500.00 deductible. With the one-third, two-third split between the carriers and taking into account the deductibles under both the detention liability policy and the medical malpractice policy, it appears that the County will be responsible for approximately $41,666.67 of the total settlement of $125,000.00.

BUDGETARY IMPACT:

The appropriate reserves from Internal Service, 501 Fund have been set to fund the deductible portion of the settlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Retained counsel has prepared the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Mediated Settlement Agreement and General Release

MEDIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("the Agreement") is entered into by and between Plaintiff, KERRI BURD, as Personal Representative of the Estate of SAMUEL D. AVERHEART, ("Averheart"), and Defendant, ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA ("the County") as follows:

I. RECITALS

WHEREAS, Burd is the duly appointed Personal Representative of the Estate of SAMUEL D. AVERHEART (*see* Escambia County Case No: 2017-CP-000647); and

WHEREAS, Burd initiated a lawsuit against the County in the Circuit Court of the First Judicial Circuit, in and for Escambia County, Florida, which was assigned Case Number 2017-CA-001791 ("the Lawsuit"); and

WHEREAS, on September 4, 2018, Burd and the County (together, "the Parties") participated in mediation with the services of a professional mediator and, through mediation, have agreed that their respective interests would best be served by resolving any and all claims that they may have against one another without any further proceedings;

NOW THEREFORE, in consideration of the completion of the terms outlined herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

II. RELEASE AND COVENANTS

1. All of the agreements, acknowledgements, requirements, conditions, and obligations by Burd contained within this Agreement are entered into by Burd in her capacity as Personal Representative of the SAMUEL D. AVERHEART, and on behalf of the Estate and all Survivors, including Kandace Wigley and Samuel Averheart Sr.

2. This Agreement is subject to and conditioned upon approval by the Escambia County Board of County Commissioners.

3. The County agrees that it, or others on its behalf, shall pay Burd a total sum of one hundred twenty-five thousand dollars ($125,000.00) as full and complete settlement and satisfaction of any and all claims Burd has or may have against the Released Parties (defined below), including but not limited to any claims for damages, attorneys' fees, and costs. This sum shall be paid in the form of check(s) payable to "Levin, Papantonio, Thomas, Mitchell, Raferty, Proctor, P.A., Trust Account" and counsel for Burd shall be responsible for deduction of any fees and costs and

distribution of net proceeds of the settlement amount. By payment of this sum, the Released Parties admit no liability with regard to any claim or potential claim by Burd against them.

4. The payment of the above-referenced amount shall occur within thirty (30) days after approval by the Board of County Commissioners and after a fully executed original of: (a) this Agreement, (b) the Medicare addendum forms by Burd and all Survivors, and (c) I.R.S. Tax Form W-9 by Levin, Papantonio, Thomas, Mitchell, Raferty, Proctor, P.A., are returned to the County's counsel in this matter. The execution of these documents by Burd and counsel are conditions for payment of the amount listed above only and any failure to execute them shall not affect the validity, enforceability, or final binding effect of this Agreement.

5. As additional consideration, the County agrees to waive any and all liens, fees, and/or costs of all kinds, imposed by the County and owed to it by the Estate related to Averheart's incarceration at the Escambia County Jail, if any, to the maximum extent permitted by law.

6. In exchange for the consideration described above, Burd releases the County and its current and former officials, officers, administrators, employees, agents, servants, third party administrators, legal representatives, insurers, third-party claims administrators, firms, successors, and assigns, along with any other person, partnership, corporation, association, organization or entity now or previously acting directly or indirectly in the interest of or on behalf of the County, along with any other related entities thereof, personally, officially, or in any capacity whatsoever (collectively referred to herein as the "Released Parties"), from any and all manner of actions, suits, liens, debts, damages, injuries, claims and demands whatsoever, at law or in equity, arising out of or under any federal, state, or local law, statute, ordinance, public policy, Executive Order, or constitutional provision, or concerning any other claim of any type, whether known or unknown, which Burd may now have or which Burd may have had prior to the date of this Agreement arising out of the facts or events alleged in the Lawsuit or concerning the decedent's care, custody, or incarceration at the Escambia County jail, to the maximum extent permitted by law.

7. Burd agrees, except as required by law, to never commence, prosecute, or aid in any action nor proceeding against the Released Parties based upon, or arising out of the facts or events alleged in the Lawsuit or concerning the decedent's care or custody at the Escambia County jail, including, but not limited to, the incarceration or death of Averheart. This provision shall not operate as a bar to a proper cause of action by Burd based solely upon future conduct of the Released Parties occurring after the date of this Agreement.

8. The Parties agree that, aside from the amount of settlement, each of them shall bear their own attorneys' fees and costs incurred in connection with this matter including the preparation, review of, and entry into this Agreement.

9. The Parties acknowledge that they have each entered into this Agreement voluntarily and with full understanding of its terms and conditions; that they have been represented by competent legal counsel of their own choosing throughout the pendency of the negotiations leading to the entry into this Agreement; and that they have been advised regarding their rights.

10. Neither this Agreement nor act by the Parties is to be construed as an admission of any liability, wrongdoing or unlawful conduct by any party. It is understood and agreed that this Agreement is the compromise of disputed claims, that the Released Parties expressly deny any liability for the acts complained of, and that this Agreement is intended merely to avoid litigation and, once and for all, to amicably end any dispute between the Parties.

11. Burd is responsible for satisfaction of any pending liens related to damages or expenses, legal, health care, or otherwise, allegedly incurred as a result of the incident that is the subject of the lawsuit.

12. Burd acknowledges and agrees that she will be responsible for any and all tax withholdings or other consequences arising from the payment herein under federal or state law. Burd agrees to indemnify and hold harmless the Released Parties from, and to satisfy in full, any and all claims or liens presently existing or that might exist in the future against Burd on the payment of settlement funds herein by any person, entity, or corporation.

13. Burd agrees to be solely responsible for the payment, satisfaction, and/or resolution of any and all liens by third-parties against the settlement funds, if any. Burd further agrees to hold harmless, indemnify and defend the Released Parties from any cause of action, including, but not limited to, an action by the Centers for Medicare and Medicaid Services ("CMS"), to recover or recoup Medicare benefits or loss of Medicare benefits or for any other recovery sought by or on behalf of CMS related to this settlement, including past, present, and future and/or conditional payments. Burd agrees not to use any designated Medicare allocation funds to pay claims for conditional payments that may have been made by Medicare. The attached addendum contains further agreements and representations regarding Medicare to be executed by all Survivors.

14. This Agreement, including the addendum related to Medicare, contains and constitutes the entire agreement, understanding, and stipulation of the Parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof. Burd agrees that the only consideration provided to him for entering into this Agreement is that stated herein; that no other promises or inducements of any kind have been made to him to cause him to execute this Agreement; and, that he fully understands the Agreement's meaning and intent including but not limited to its final

and binding effect. Burd acknowledges that no oral representations have been made to him by the Released Parties regarding the terms of this Agreement including the tax implications (if any) of any payment made pursuant to this Agreement.

15. No change, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by each of the Parties. The terms of this Agreement are contractual, not a mere recital, and may be enforced by the Parties. The provisions of this Agreement are severable and if any part of it is found to be void or unenforceable the remaining provisions shall remain fully valid and enforceable.

16. This Agreement shall be construed in accordance with the laws of the United States and the State of Florida. Venue for any dispute shall be Escambia County, Florida.

17. The Parties agree that no waiver of any breach of any provision or term of this Agreement shall be deemed to constitute consent to any continuation of such breach, act, or omission.

18. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

19. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person; by expedited delivery service; when posted by United States registered or certified mail, postage prepaid; or, when transmitted via electronic mail, facsimile, telex, cable, or any other mechanical form of written communication, confirmed by mail, postage prepaid, to the last known address of the party.

THE UNDERSIGNED, HAVING READ AND UNDERSTOOD THIS RELEASE, VOLUNTARILY AND OF THEIR OWN FREE WILL, AGREE TO ALL OF ITS PROVISIONS.

[signatures on page 5]

IN WITNESS WHEREOF, I set my hand and seal this 18th day of September 2018.

KERRI BURD, as Personal
Representative of the Estate of
SAMUEL D. AVERHEART

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of September 2018, by KERRI BURD, who is [ ] personally known to me or [ ] who has produced driver's license as identification.

LATISHA JONES
MY COMMISSION # FF 912337
EXPIRES: December 21, 2019
Bonded Thru Budget Notary Services

NOTARY PUBLIC
Print, type or stamp name and expiration date

CHARLES V. PEPPLER, ESQ.
Deputy County Attorney
Escambia County, Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ___ day of September 2018, by Charles V. Peppler, Esq., who is [ ] personally known to me or [ ] who has produced _____ as identification.

NOTARY PUBLIC
Print, type or stamp name and expiration date

EXHIBIT "A"
MEDICARE ADDENDUM AND RELEASE

I. Representations to Releasees[1] With Regard to Medicare's Interests.

A. Releasor hereby warrants and represents that Releasor presently is not, nor has ever been enrolled in Medicare Part A or Part B. Further, Releasor has no claim for Social Security Disability benefits nor is Releasor appealing or re-filing for Social Security Disability benefits.

or

B. Releasor is a male/female whose date of birth is _____ and has a Medicare claim number of _____ Releasor is presently enrolled in Medicare Part A or Part B or previously was enrolled from: _____ to: _____. Releasor and Releasor's attorney warrant and represent there has been full disclosure of his/her Medicare status to Releasee.

II. Medicare's Interests.

In reaching agreement on the terms of this Release, the parties acknowledge Releasor's possible entitlement to Social Security disability benefits pursuant to 42 U.S.C. § 423, and, if applicable, Releasor's receipt of Medicare or Medicaid benefits under 42 U.S.C § 1395y, as well as the entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2) to recover any overpayment made by CMS, including recovery against Releasor and/or Releasor's attorney. The parties to this Release agree that this Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of injury related conditions. The parties agree that this settlement is intended to provide Releasor a lump sum and/or future periodic payment that will foreclose Releasee's responsibility for future payment of all injury related medical expenses. Releasor waives the private cause of action found in the Act for himself/herself and any claiming through Releasor.

III. Non-reimbursable Expenses (where there is a Medicare Set Aside ("MSA") or other future medical expense consideration).

The parties to this Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare but necessary in the ongoing treatment of the Releasor's injury, and without an admission of liability on the part of the Releasee,

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1 Any reference to Releasee herein shall include and extend to "Released Parties" as defined in the accompanying Agreement.

have been taken into consideration in the calculation and settlement of Releasor's future medical expenses. Funds for these non-Medicare covered medical expenses have been included in the lump sum settlement amount and shall not be paid from any Medicare allocation amount.

IV. Benefit Eligibility

Releasor and Releasor's attorney acknowledge that any decision regarding entitlement to Social Security benefits or Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this Release.

V. Future Benefits

Releasor has been apprised of his/her right to seek assistance from legal counsel of his/her choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Releasor's current or future entitlement to Social Security or other governmental benefits. Releasor acknowledges that acceptance of these settlement funds may affect Releasor's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Releasor desires to enter into this Release agreement to settle his/her injury claim according to the terms set forth in this Release.

VI. Medicare Recovery Action

Releasor and Releasor's attorney each agree to hold harmless, indemnify and defend Releasee from any cause of action, including, but not limited to, an action by CMS to recover or recoup Medicare benefits or loss of Medicare benefits, if CMS determines that the money set-aside has been spent inappropriately or for any recovery sought by Medicare, including past, present, and future and/or conditional payments. Releasor agrees not to use designated Medicare allocation funds to pay claims for conditional payments that may have been made by Medicare.

VII. Complete Understanding

Releasor and Releasor's attorney hereby declare that the terms of this Release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final settlement of any and all claims, disputed or otherwise, on account of injuries and/or damages related to the Claims set forth herein, and for the express purpose of precluding forever any further additional claims against the Releasee arising out of the aforesaid incident, accident or occurrence, whether made by CMS or any other person or entity.

Releasor (signature)

Samuel Averheart Jr

Releasor (print)

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this date, Samuel Averheart Jr. by on September 18, 2018 who is [ ] personally known to me or [V] who has produced FL drivers license as identification.

Debra R. Bourne

NOTARY PUBLIC

Print, type or stamp name and expiration date

DEBRA R. BOURNE
Commission # GG 221266
Expires June 18, 2022
Bonded Thru Budget Notary Services

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Releasor (signature)

Kandace Wigley
Releasor (print)

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this date, 18th day of September 2018 by Kandace Wigley, who is [ ] personally known to me or [✓] who has produced drivers license as identification.

NOTARY PUBLIC
Print, type or stamp name and expiration date

LATISHA JONES
MY COMMISSION # FF 912337
EXPIRES: December 21, 2019
Bonded Thru Budget Notary Services

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B. Releasor is a male/female whose date of birth is _____ and has a Medicare claim number of _____ Releasor is presently enrolled in Medicare Part A or Part B or previously was enrolled from: _____ to: _____. Releasor and Releasor's attorney warrant and represent there has been full disclosure of his/her Medicare status to Releasee.

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VII. Complete Understanding

Releasor and Releasor's attorney hereby declare that the terms of this Release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final settlement of any and all claims, disputed or otherwise, on account of injuries and/or damages related to the Claims set forth herein, and for the express purpose of precluding forever any further additional claims against the Releasee arising out of the aforesaid incident, accident or occurrence, whether made by CMS or any other person or entity.

Releasor (signature)

Kerri Burd

Releasor (print)

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this date, 18th day of September 2018 by Kerri Burd, who is [ ] personally known to me or [✓] ~~who~~ has produced drivers license as identification.

Latisha Jones

NOTARY PUBLIC
Print, type or stamp name and expiration date

LATISHA JONES
MY COMMISSION # FF 912337
EXPIRES: December 21, 2019
Bonded Thru Budget Notary Services

LATISHA JONES
MY COMMISSION # FF 912337
EXPIRES: December 21, 2019
Bonded Thru Budget Notary Services

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14908 **County Attorney's Report** **10. 5.**
BCC Regular Meeting **Action**
Meeting Date: 10/04/2018
Issue: Request for Disposition of Property
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the County Attorney's Office.

That the Board approve the Request for Disposition of Property Form for the County Attorney's Office, for property which is described and listed on the Disposition Form, with the reasons for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it 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 or properly disposed.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

Request for Disposition Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: County Attorney's Office COST CENTER NO: 110601

Dianne Simpson DATE: 9/17/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Dianne Simpson Phone No: 850-595-4970

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60494	e-Studio 6540CT Color Copier	CCF313034	Toshiba	2013	Poor

Disposal Comments: The item listed above is in poor working condition and is of no further use to the County Attorney's Office.

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: 9/17/18

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Alison Rogers, County Attorney

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-14953 **County Attorney's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 10/04/2018
Issue: Authorizing a Resolution Supporting Ft. Pickens Road Remaining Open in the National Seashore
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Authorizing a Resolution Supporting Ft. Pickens Road Remaining Open in the National Seashore.

At the request of Commissioner Grover Robinson, that the Board authorize a Resolution supporting Ft. Pickens Road remaining open in the National Seashore as this road provides connections for both Escambia County citizens and visitors to the amenities of the park.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The Resolution was drafted by the County Attorney's Office.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

RESOLUTION R2018-____

A RESOLUTION EXPRESSING SUPPORT FOR PRESERVING ROADWAY ACCESS TO FORT PICKENS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Pickens Area of the Gulf Islands National Seashore represents one of the greatest concentrations of historic coastal defense fortifications in the country; and

WHEREAS, the Fort Pickens Area provides residents and visitors alike the opportunity to enjoy, better understand, and appreciate the rich history of Fort Pickens as well as the barrier island ecology and vistas; and

WHEREAS, hurricanes and other severe storms have significantly damaged Fort Pickens Road in the past, requiring reconstruction and repair of the road and preventing public access; and

WHEREAS, the National Park Service has indicated that the next time Fort Pickens Road is destroyed by a storm, the decision could be made not to repair it, thus prohibiting vehicle access to the area; and

WHEREAS, currently, the primary means of public access to Fort Pickens is by vehicle on Fort Pickens Road, with additional access provided by ferry, as well as by private boats, bicycles, and walking; and

WHEREAS, the Board of County Commissioners recognizes that vehicle traffic to the Fort Pickens Area is vital to the enjoyment of the Area.

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 by reference herein.

Section 2. That the decision not to repair Fort Pickens Road would be detrimental to the residents of and visitors to Escambia County; therefore the Escambia County Board of County Commissioners urges the National Park Service not to pursue the decision to close the Road and to keep it open and maintained for the enjoyment of this historic and recreational Area.

Section 3. The Clerk shall forward a copy of this Resolution to Ryan Zinke, Secretary, Department of the Interior; Dan Smith, Deputy Director, National Park Service; and Daniel R. Brown, Park Superintendent, Gulf Islands National Seashore.

ADOPTED this ___th day of October 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:
Date: 9/26/18

(SEAL)